

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING DO-S10	PAGE <b>pf</b> 1	PAGES 94
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00421-01-R-0172</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>08/15/2001</b>	6. REQUISITION/PURCHASE NO. N/A
7. ISSUED BY NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION 47253 WHALEN ROAD, BLDG. 588, SUITE 2 PATUXENT RIVER, MD 20670-1463 Attn: AIR-25113		CODE <b>AIR-2.5.1.1.3</b>		8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

### SOLICITATION

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Bldg. 588, Suite 2 until 2:00 PM EST (Hour) local time <b>30 September 2002 (Date)</b> Note: A contract may or may not result from this solicitation-See 52.207-3 "Notice of Cost Comparison" (Negotiated) (FEB 1993) CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-11. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL ➔	A. NAME Sherri Guy	B. TELEPHONE NO. (NO COLLECT CALLS) (301) 757-9761	C. E-MAIL ADDRESS balmacedaev@navair.navy.mil

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if the offer is accepted within <b>180 calendar days</b> (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➔	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments in the SOLICITATION for offers and related documents numbered and dated);	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔	
24. ADMINISTERED BY (If other than Item 7) TBD		25. PAYMENT WILL BE MADE BY TBD	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

NO RESPONSE FOR REASONS CHECKED			
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY ITEM(S)		<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER
<p>FROM:</p> <p style="text-align: right;">AFFIX STAMP HERE</p> <p>TO: <b>SHERRI GUY AIR 2.5.1.1 CONTRACTS NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION BLDG 588, SUITE 2 47253 WHALEN ROAD PATUXENT RIVER, MD 20670-1463</b></p> <p>SOLICITATION NO. <u>N00421-01-R-0172</u> DATE AND LOCAL TIME <u>30 September 2002</u></p>			

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

## TERM OF CONTRACT

The basic term of this contract is anticipated to begin 01 September 2003, or thirteen (13) months from the effective date of the contract (whichever is later). Note – The basic term of performance consists of the parts: (1) Transition Period and (2) Full Performance – Base Period. The Transition Period is anticipated to commence on 01 September 2003 and continue through 30 September 2003 (see CLIN 0001). The Transition Period will immediately be followed by a twelve (12) months contract performance period that will commence on 01 October 2003. The term of the full contract performance period will be 01 October 2003 through 30 Sep 2004.

First Option Period. The contract term may be extended one year. If exercised the option period begins one year after the effective date of the base contract. (01 Oct 2004 through 30 Sep 2005.)

Second Option Period. The contract term may be extended one year. If exercised the option period begins one year after the effective date of the first option. (01 Oct 2005 through 30 Sep 2006.)

Third Option Period. The contract term may be extended one year. If exercised the option period begins one year after the effective date of the second option. (01 Oct 2006 through 30 Sep 2007.)

Fourth Option Period. The contract term may be extended one year. If exercised the option period begins one year after the effective date of the third option. (01 Oct 2007 through 30 Sep 2008.)

The contractor or ISSA shall provide the administrative and clerical support services in strict accordance with Section C and all terms and conditions of this solicitation/contract.

## NOTES:

1. Notice is given to offerors that an in-house cost estimate is being developed and a contract ~~may or may not~~ result from this solicitation. See Section L FAR clause 52.207-2, "Notice of Cost Comparison (Negotiated) (Feb 1993)".
2. Public review period of the cost comparison results will be in effect for **20 working days**. See Section L FAR Clause 52.207-2 "Notice of Cost Comparison (Negotiated) (Feb 1993).
3. In accordance with FAR 7.307, appeals, concerning specific objections on the calculations of the cost comparison, by parties directly affected, may be sent to:

CONTRACTING OFFICER  
CODE 2.5.1.1 BLDG 588 SUITE 2  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
47253 WHALEN ROAD UNIT 588  
PATUXENT RIVER, MD 20670-1463

4. Offerors attention is directed to the clauses entitled "Organizational Conflicts of Interest" in Sections H, K, and L as pertaining to the requirements of this solicitation.

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## Section B - Supplies or Services and Prices/Costs

CLIN	Description	Quantity	Unit	Unit Price	Total Price
0001	<b>Transition Period</b> in accordance with Performance Work Statement (PWS) paragraph C-1.13 and any related data requirements in accordance with DD Form 1423, Contract Data Requirements Lists. Transition Period: 01 September 2003 through 30 September 2003	1	Lot	\$	\$
<b>Base Period</b>	<b>Administrative and Clerical Support Services</b> required by the Solicitation (Inclusive of the Performance Work Statement, all clauses, Exhibits, Attachments, and Referenced Documents). Period of Performance: 01 October 2003 through 30 September 2004. (To be allocated among CLINs below.)				
0002	<b>Correspondence And Reports IAW PWS Section C-5.1 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):</b>				
0002AA	NAVAIR HQ	12	Month	\$	\$
0002AB	PEO(A)	12	Month	\$	\$
0002AC	PEO(T)	12	Month	\$	\$
0002AD	PEO(W)	12	Month	\$	\$
0002AE	NAWCAD	12	Month	\$	\$
0003	<b>Travel IAW PWS Section C-5.2 in support of the following commands(allocated among sub-CLINS based on Command identification by office on TA-1):</b>				
0003AA	NAVAIR HQ	12	Month	\$	\$
0003AB	PEO(A)	12	Month	\$	\$
0003AC	PEO(T)	12	Month	\$	\$
0003AD	PEO(W)	12	Month	\$	\$
0003AE	NAWCAD	12	Month	\$	\$
0004	<b>Time and Attendance IAW PWS Section C-5.3 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):</b>				
0004AA	NAVAIR HQ	12	Month	\$	\$

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	0004AB	PEO(A)	12	Month	\$	\$
	0004AC	PEO(T)	12	Month	\$	\$
	0004AD	PEO(W)	12	Month	\$	\$
	0004AE	NAWCAD	12	Month	\$	\$
0005	Mail Management IAW PWS Section C-5.4 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):					
	0005AA	NAVAIR HQ	12	Month	\$	\$
	0005AB	PEO(A)	12	Month	\$	\$
	0005AC	PEO(T)	12	Month	\$	\$
	0005AD	PEO(W)	12	Month	\$	\$
	0005AE	NAWCAD	12	Month	\$	\$
0006	General Administrative Support IAW PWS Section C-5.5 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):					
	0006AA	NAVAIR HQ	12	Month	\$	\$
	0006AB	PEO(A)	12	Month	\$	\$
	0006AC	PEO(T)	12	Month	\$	\$
	0006AD	PEO(W)	12	Month	\$	\$
	0006AE	NAWCAD	12	Month	\$	\$
0007	Data for CLINs 0002, 0003, 0004, 0005 and 0006 in accordance with DD Form 1423, Contract Data Requirements List		1	LOT	NSP	NSP
0008	Any Other Contract Requirements (Inclusive of the performance work Statement , all clauses, Exhibits, Attachments, and Referenced Documents) not specifically captured in CLINS 0002-0007		12	Month	\$	\$
TOTAL FIRM FIXED PRICE FOR CLINS 0002-0008						\$

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0009

Indefinite Delivery Indefinite Quantity Labor Hour Line Item <sup>1,2,3,4,5,6</sup>

0009AA

Administrative and Clerical Work Outside Normal Hours/Call Back After Hours.

Provide firm fixed labor hour unit prices for any work that may be ordered pursuant to Paragraphs C-1.3.5. Below are numerous Department of Labor (DOL) wage determination categories, envisioned potentially necessary if after hours work, as defined in C-1.3.5 is specifically required (i.e. ordered by the Government through issuance of a delivery order).

PRE-AWARD NOTE: Should offerors believe additional labor categories (not specified below) are necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisked note on CLIN 0009AA and by providing the additional categories and rates on separate attachment to the price proposal. Offerors shall also indicate any categories included below they do not view as necessary (based on the requirements and their particular approach).

FIGURE I: Categories (when SP personnel are paid overtime, e.g. at least time and a half)	Maximum NTE Hours	Fully Burdened Rate (FBR)	NTE Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	\$ (Based on MAX 1,000 x AVGFBR)

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FIGURE II: Categories (when SP personnel are NOT paid overtime, e.g. straight time)	Maximum NTE Hours	Fully Burdened Rate (FBR)	Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	\$ (Based on MAX 1,000 x AVGFBR)

0009AB Data for CLINs, 0009 in accordance  
with DD Form 1423, Contract Data  
Requirements List

1 LOT NSP NSP

TOTAL IDIQ PRICE FOR CLIN 0009  
(Based on MAX 1,000 Hrs X Highest  
Fully Burden Rate)

NTE \$

TOTAL FOR BASE PERIOD (CLINs 0001 – 0009)

NTE \$

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## Footnotes:

- <sup>1</sup> The line item for the transition period will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA, and it will be a part of the cost comparison.
- <sup>2</sup> The IDIQ clauses in the solicitation/award apply to this CLIN. The IDIQ CLINs are used solely when the SP is specifically required by the Government to work other than normal working hours IAW PWS C-1.3.5. The SP shall not be compensated for hours worked outside normal working hours that the SP elects to work in order to comply with the PWS requirements (including timeliness) unless the Government specifically invokes Paragraph C-1.3.5 through issuance of a delivery order under these CLINs.
- <sup>3</sup> The unit pricing shall be firm fixed and include any costs (e.g. labor, supervision, materials, etc.), any associated overheads, G&A, profit, and any markups the SP deems necessary to perform in accordance with these CLINs and C-1.3.5, if ordered.
- <sup>4</sup> Under the IDIQ CLINs, the Government may order up to the stated overall maximum of 1,000 hours (using either overtime or straight time) of Administrative and Clerical Work Outside Normal Working Hours for the "base period". The Government may also order up to the stated maximum of 1,000 hours for each option period, if exercised. The Government reserves the rights to order no hours under the IDIQ CLINs, up to the overall 1,000 hours maximum in any one category, or up to the overall 1,000 hours maximum in any combination of the categories, using either overtime or straight time. The SP will be reimbursed for the number of hours ordered multiplied by the fully burdened rate(s) for the specific category(ies) ordered.
- <sup>5</sup> Should a contract award occur, the "Not-to-Exceed (NTE)" amount for the IDIQ CLINs for the "base period" shall be derived by multiplying the highest fully burdened rate (between overtime and straight time) times the stated overall maximum of 1,000 hours. The NTE IDIQ amount for each option exercised shall be derived similarly. Offerors shall enter this NTE amount in the NTE CLINs specified in Section B.
- <sup>6</sup> The IDIQ firm-fixed unit prices will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA. For evaluation purposes and selecting the private sector offeror or ISSA, the proposed fully burdened rates will be averaged and the resultant rate will be multiplied by the overall maximum of 1,000 hours. (Separate rates will be calculated using overtime and straight time.) As there is no guarantee that any IDIQ work will be ordered, **this CLIN will NOT be subject to the cost comparison.**



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CLIN	Description	Quantity	Unit	Unit Price	Total Price
0101	RESERVED				
Option Period 1	Administrative and Clerical Support Services required by the Solicitation (Inclusive of the Performance Work Statement, all clauses, Exhibits, Attachments, and Referenced Documents). Period of Performance: 01 October 2004 through 30 September 2005. (To be allocated among CLINs below.)				
0102	Correspondence And Reports IAW PWS Section C-5.1 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0102AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0102AB	PEO(A)	12	Month	\$ _____	\$ _____
0102AC	PEO(T)	12	Month	\$ _____	\$ _____
0102AD	PEO(W)	12	Month	\$ _____	\$ _____
0102AE	NAWCAD	12	Month	\$ _____	\$ _____
0103	Travel IAW PWS Section C-5.2 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0103AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0103AB	PEO(A)	12	Month	\$ _____	\$ _____
0103AC	PEO(T)	12	Month	\$ _____	\$ _____
0103AD	PEO(W)	12	Month	\$ _____	\$ _____
0103AE	NAWCAD	12	Month	\$ _____	\$ _____
0104	Time and Attendance IAW PWS Section C-5.3 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0104AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0104AB	PEO(A)	12	Month	\$ _____	\$ _____
0104AC	PEO(T)	12	Month	\$ _____	\$ _____
0104AD	PEO(W)	12	Month	\$ _____	\$ _____
0105	Mail Management IAW PWS Section C-5.4 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				

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0105AA	NAVAIR HQ	12	Month	\$	\$
0105AB	PEO(A)	12	Month	\$	\$
0105AC	PEO(T)	12	Month	\$	\$
0105AD	PEO(W)	12	Month	\$	\$
0105AE	NAWCAD	12	Month	\$	\$
<b>0106</b>	<b>General Administrative Support IAW PWS Section C-5.5 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):</b>				
0106AA	NAVAIR HQ	12	Month	\$	\$
0106AB	PEO(A)	12	Month	\$	\$
0106AC	PEO(T)	12	Month	\$	\$
0106AD	PEO(W)	12	Month	\$	\$
0106AE	NAWCAD	12	Month	\$	\$
<b>0107</b>	Data for CLINs 0102, 0103, 0104, 0105 and 0106 in accordance with DD Form 1423, Contract Data Requirements List	1	LOT	NSP	NSP
<b>0108</b>	Any Other Contract Requirements (Inclusive of the performance work Statement, all clauses, Exhibits, Attachments, and Referenced Documents) not specifically captured in CLINS 0102-0107	12	Month	\$	\$
<b>TOTAL FIRM FIXED PRICE FOR CLINS 0102-0108</b>					<b>\$</b>

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0109 Indefinite Delivery Indefinite Quantity Labor Hour Line Item 7,8,9,10,11

## 0109AA Administrative and Clerical Work Outside Normal Hours/Call Back After Hours

Provide firm fixed labor hour unit prices to be used in performing any work that may be ordered pursuant to Paragraphs C-1.3.5. Below are numerous Department of Labor (DOL) wage determination categories, envisioned potentially necessary if after hours work, as defined in C-1.3.5 is specifically required (i.e. ordered by the Government through issuance of a delivery order).

PRE-AWARD NOTE: Should offerors believe additional labor categories (not specified below) are necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisked note on CLIN 0109AA and by providing the additional categories and rates on separate attachment to the price proposal. Offerors shall also indicate any categories included below they do not view as necessary (based on the requirements and their particular approach).

Figure I: Categories (when SP personnel are paid overtime, e.g. at least time and a half)	Maximum NTE Hours	Fully Burdened Rate (FBR)	Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

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FIGURE II: Categories (when SP personnel are NOT paid overtime, e.g. straight time)	Maximum NTE Hours	Fully Burdened Rate (FBR)	Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

0109AB Data for CLINs, 0109 in accordance  
with DD Form 1423, Contract Data  
Requirements List

1 LOT NSP NSP

TOTAL IDIQ PRICE FOR CLIN 0109  
(Based on MAX 1,000 Hrs X Highest  
Fully Burden Rate)

NTE \$

TOTAL FOR OPTION PERIOD 1 (CLINs 0102 -  
0109)

NTE \$

08/14/2002

## Footnotes:

<sup>7</sup> The IDIQ clauses in the solicitation/award apply to this CLIN. The IDIQ CLINs are used solely when the SP is specifically required by the Government to work other than normal working hours IAW PWS C-1.3.5. The SP shall not be compensated for hours worked outside normal working hours that the SP elects to work in order to comply with the PWS requirements (including timeliness) unless the Government specifically invokes Paragraph C-1.3.5 through issuance of a delivery order under these CLINs.

<sup>8</sup> The unit pricing shall be firm fixed and include any costs (e.g. labor, supervision, materials, etc.), any associated overheads, G&A, profit, and any markups the SP deems necessary to perform in accordance with these CLINs and C-1.3.5, if ordered.

<sup>9</sup> Under the IDIQ CLINs, the Government may order up to the stated overall maximum of 1,000 hours (using either overtime or straight time) of Administrative and Clerical Work Outside Normal Working Hours for the "base period". The Government may also order up to the stated maximum of 1,000 hours for each option period, if exercised. The Government reserves the rights to order no hours under the IDIQ CLINs, up to the overall 1,000 hours maximum in any one category, or up to the overall 1,000 hours maximum in any combination of the categories, using either overtime or straight time. The SP will be reimbursed for the number of hours ordered multiplied by the fully burdened rate(s) for the specific category(ies) ordered.

<sup>10</sup> Should a contract award occur, the "Not-to-Exceed (NTE)" amount for the IDIQ CLINs for the "base period" shall be derived by multiplying the highest fully burdened rate (between overtime and straight time) times the stated overall maximum of 1,000 hours. The NTE IDIQ amount for each option exercised shall be derived similarly. Offerors shall enter this NTE amount in the NTE CLINs specified in Section B.

<sup>11</sup> The IDIQ firm-fixed unit prices will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA. For evaluation purposes and selecting the private sector offeror or ISSA, the proposed fully burdened rates will be averaged and the resultant rate will be multiplied by the overall maximum of 1,000 hours. (Separate rates will be calculated using overtime and straight time.) As there is no guarantee that any IDIQ work will be ordered, **this CLIN will NOT be subject to the cost comparison.**

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CLIN	Description	Quantity	Unit	Unit Price	Total Price
0201	RESERVED				
Option Period 2	Administrative and Clerical Support Services required by the Solicitation (Inclusive of the Performance Work Statement, all clauses, Exhibits, Attachments, and Referenced Documents). Period of Performance: 01 October 2005 through 30 September 2006. (To be allocated among CLINs below.)				
0202	Correspondence And Reports IAW PWS Section C-5.1 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0202AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0202AB	PEO(A)	12	Month	\$ _____	\$ _____
0202AC	PEO(T)	12	Month	\$ _____	\$ _____
0202AD	PEO(W)	12	Month	\$ _____	\$ _____
0202AE	NAWCAD	12	Month	\$ _____	\$ _____
0203	Travel IAW PWS Section C-5.2 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0203AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0203AB	PEO(A)	12	Month	\$ _____	\$ _____
0203AC	PEO(T)	12	Month	\$ _____	\$ _____
0203AD	PEO(W)	12	Month	\$ _____	\$ _____
0203AE	NAWCAD	12	Month	\$ _____	\$ _____
0204	Time and Attendance IAW PWS Section C-5.3 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0204AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0204AB	PEO(A)	12	Month	\$ _____	\$ _____
0204AC	PEO(T)	12	Month	\$ _____	\$ _____
0204AD	PEO(W)	12	Month	\$ _____	\$ _____
0204AE	NAWCAD	12	Month	\$ _____	\$ _____

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**0205 Mail Management IAW PWS Section C-5.4 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0205AA	NAVAIR HQ	12	Month	\$	\$
0205AB	PEO(A)	12	Month	\$	\$
0205AC	PEO(T)	12	Month	\$	\$
0205AD	PEO(W)	12	Month	\$	\$
0205AE	NAWCAD	12	Month	\$	\$

**0206 General Administrative Support IAW PWS Section C-5.5 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0206AA	NAVAIR HQ	12	Month	\$	\$
0206AB	PEO(A)	12	Month	\$	\$
0206AC	PEO(T)	12	Month	\$	\$
0206AD	PEO(W)	12	Month	\$	\$
0206AE	NAWCAD	12	Month	\$	\$

<b>0207</b>	Data for CLINs 0202, 0203, 0204, 0205 and 0206 in accordance with DD Form 1423, Contract Data Requirements List	1	LOT	NSP	NSP
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<b>0208</b>	Any Other Contract Requirements (Inclusive of the performance work Statement, all clauses, Exhibits, Attachments, and Referenced Documents) not specifically captured in CLINS 0202-0207	12	Month	\$	\$
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**TOTAL FIRM FIXED PRICE FOR  
CLINS 0202-0208****\$** \_\_\_\_\_

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12,13, 14, 15,16

## 0209 Indefinite Delivery Indefinite Quantity Labor Hour Line Item

## 0209AA Administrative and Clerical Work Outside Normal Hours/Call Back After Hours.

Provide firm fixed labor hour unit prices to be used in performing any work that may be ordered pursuant to Paragraphs C-1.3.5. Below are numerous Department of Labor (DOL) wage determination categories, envisioned potentially necessary if after normal hours work, as defined in C-1.3.5 is specifically required (i.e. ordered by the Government through issuance of a delivery order).

PRE-AWARD NOTE: Should offerors believe additional labor categories (not specified below) are necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisked note on CLIN 0209AA and by providing the additional categories and rates on separate attachment to the price proposal. Offerors shall also indicate any categories included below they do not view as necessary (based on the requirements and their particular approach).

FIGURE I: Categories (when SP personnel are paid overtime, e.g. at least time and a half)	Maximum NTE Hours	Fully Burdened Rate (FBR)	Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)



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FIGURE II: Categories (when SP personnel are NOT paid overtime, e.g. straight time)	Maximum NTE Hours	Fully Burdened Rate (FBR)	Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

**0209AB** Data for CLINs, 0209 in accordance  
with DD Form 1423, Contract Data  
Requirements List

1 LOT NSP NSP

TOTAL IDIQ PRICE FOR CLIN 0209  
(Based on MAX 1,000 Hrs X Highest  
Fully Burden Rate)

NTE \$

**TOTAL FOR OPTION PERIOD 2**  
**(CLINs 0202 – 0209)**

**NTE \$**

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## Footnotes:

<sup>12</sup> The IDIQ clauses in the solicitation/award apply to this CLIN. The IDIQ CLINs are used solely when the SP is specifically required by the Government to work other than normal working hours IAW PWS C-1.3.5. The SP shall not be compensated for hours worked outside normal working hours that the SP elects to work in order to comply with the PWS requirements (including timeliness) unless the Government specifically invokes Paragraph C-1.3.5 through issuance of a delivery order under these CLINs.

<sup>13</sup> The unit pricing shall be firm fixed and include any costs (e.g. labor, supervision, materials, etc.), any associated overheads, G&A, profit, and any markups the SP deems necessary to perform in accordance with these CLINs and C-1.3.5, if ordered.

<sup>14</sup> Under the IDIQ CLINs, the Government may order up to the stated overall maximum of 1,000 hours (using either overtime or straight time) of Administrative and Clerical Work Outside Normal Working Hours for the "base period". The Government may also order up to the stated maximum of 1,000 hours for each option period, if exercised. The Government reserves the rights to order no hours under the IDIQ CLINs, up to the overall 1,000 hours maximum in any one category, or up to the overall 1,000 hours maximum in any combination of the categories, using either overtime or straight time. The SP will be reimbursed for the number of hours ordered multiplied by the fully burdened rate(s) for the specific category(ies) ordered.

<sup>15</sup> Should a contract award occur, the "Not-to-Exceed (NTE)" amount for the IDIQ CLINs for the "base period" shall be derived by multiplying the highest fully burdened rate (between overtime and straight time) times the stated overall maximum of 1,000 hours. The NTE IDIQ amount for each option exercised shall be derived similarly. Offerors shall enter this NTE amount in the NTE CLINs specified in Section B.

<sup>16</sup> The IDIQ firm-fixed unit prices will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA. For evaluation purposes and selecting the private sector offeror or ISSA, the proposed fully burdened rates will be averaged and the resultant rate will be multiplied by the overall maximum of 1,000 hours. (Separate rates will be calculated using overtime and straight time.) As there is no guarantee that any IDIQ work will be ordered, **this CLIN will not be subject to the cost comparison.**

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CLIN	Description	Quantity	Unit	Unit Price	Total Price
0301	RESERVED				
Option Period 3	Administrative and Clerical Support Services required by the Solicitation (Inclusive of the Performance Work Statement, all clauses, Exhibits, Attachments, and Referenced Documents). Period of Performance: 01 October 2006 through 30 September 2007. (To be allocated among CLINs below.)				
0302	Correspondence And Reports IAW PWS Section C-5.1 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0302AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0302AB	PEO(A)	12	Month	\$ _____	\$ _____
0302AC	PEO(T)	12	Month	\$ _____	\$ _____
0302AD	PEO(W)	12	Month	\$ _____	\$ _____
0302AE	NAWCAD	12	Month	\$ _____	\$ _____
0303	Travel IAW PWS Section C-5.2 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0303AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0303AB	PEO(A)	12	Month	\$ _____	\$ _____
0303AC	PEO(T)	12	Month	\$ _____	\$ _____
0303AD	PEO(W)	12	Month	\$ _____	\$ _____
0303AE	NAWCAD	12	Month	\$ _____	\$ _____
0304	Time and Attendance IAW PWS Section C-5.3 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0304AA	NAVAIR HQ	12	Month	\$ _____	\$ _____
0304AB	PEO(A)	12	Month	\$ _____	\$ _____
0304AC	PEO(T)	12	Month	\$ _____	\$ _____
0304AD	PEO(W)	12	Month	\$ _____	\$ _____
0304AE	NAWCAD	12	Month	\$ _____	\$ _____

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**0305 Mail Management IAW PWS Section C-5.4 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0305AA	NAVAIR HQ	12	Month	\$	\$
0305AB	PEO(A)	12	Month	\$	\$
0305AC	PEO(T)	12	Month	\$	\$
0305AD	PEO(W)	12	Month	\$	\$
0305AE	NAWCAD	12	Month	\$	\$

**0306 General Administrative Support IAW PWS Section C-5.5 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0306AA	NAVAIR HQ	12	Month	\$	\$
0306AB	PEO(A)	12	Month	\$	\$
0306AC	PEO(T)	12	Month	\$	\$
0306AD	PEO(W)	12	Month	\$	\$
0306AE	NAWCAD	12	Month	\$	\$

**0307** Data for CLINs 0302, 0303, 0304, 0305 and 0306 in accordance with DD Form 1423, Contract Data Requirements List

1	LOT	NSP	NSP
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**0308** Any Other Contract Requirements (Inclusive of the performance work Statement, all clauses, Exhibits, Attachments, and Referenced Documents) not specifically captured in CLINS 0302-0307

12	Month	\$	\$
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**TOTAL FIRM FIXED PRICE FOR  
CLINS 0302-0308**

**\$** \_\_\_\_\_

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0309 Indefinite Delivery Indefinite Quantity Labor Hour Line Item 17,18,19,20,21,

## 0309AA Administrative and Clerical Work Outside Normal Hours/Call Back After Hours

Provide firm fixed labor hour unit prices to be used in performing any work that may be ordered pursuant to Paragraphs C-1.3.5. Below are numerous Department of Labor (DOL) wage determination categories, envisioned potentially necessary if after hours work, as defined in C-1.3.5 is specifically required (i.e. ordered by the Government through issuance of a delivery order).

PRE-AWARD NOTE: Should offerors believe additional labor categories (not specified below) are necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisked note on CLIN 0309AA and by providing the additional categories and rates on separate attachment to the price proposal. Offerors shall also indicate any categories included below they do not view as necessary (based on the requirements and their particular approach).

FIGURE I: r Categories (when SP personnel are paid overtime, e.g. at least time and a half)	Maximum NTE Hours	Fully Burdened Rate (FBR)	NTE Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

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FIGURE II: Categories (when SP personnel are NOT paid overtime, e.g. straight time)	Maximum NTE Hours	Fully Burdened Rate (FBR)	NTE Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

0309AB Data for CLINs, 0309 in accordance  
with DD Form 1423, Contract Data  
Requirements List

1 LOT NSP NSP

TOTAL IDIQ PRICE FOR CLIN 0309  
(Based on MAX 1,000 Hrs X Highest  
Fully Burden Rate)

NTE \$

TOTAL FOR OPTION PERIOD 3  
(CLINs 0302 – 0309)

NTE \$

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## Footnotes:

<sup>17</sup> The IDIQ clauses in the solicitation/award apply to this CLIN. The IDIQ CLINs are used solely when the SP is specifically required by the Government to work other than normal working hours IAW PWS C-1.3.5. The SP shall not be compensated for hours worked outside normal working hours that the SP elects to work in order to comply with the PWS requirements (including timeliness) unless the Government specifically invokes Paragraph C-1.3.5 through issuance of a delivery order under these CLINs.

<sup>18</sup> The unit pricing shall be firm fixed and include any costs (e.g. labor, supervision, materials, etc.), any associated overheads, G&A, profit, and any markups the SP deems necessary to perform in accordance with these CLINs and C-1.3.5, if ordered.

<sup>19</sup> Under the IDIQ CLINS, the Government may order up to the stated overall maximum of 1,000 hours (using either overtime or straight time) of Administrative and Clerical Work Outside Normal Working Hours for the "base period". The Government may also order up the stated maximum of 1,000 hours for each option period, if exercised. The Government reserves the rights to order no hours under the IDIQ CLINs, up to the overall 1,000 hours maximum in any one category, or up to the overall 1,000 hours maximum in any combination of the categories, using either overtime or straight time. The SP will be reimbursed for the number of hours ordered multiplied by the fully burdened rate(s) for the specific category(ies) ordered.

<sup>20</sup> Should a contract award occur, the "Not-to-Exceed (NTE)" amount for the IDIQ CLINs for the "base period" shall be derived by multiplying the highest fully burdened rate (between overtime and straight time) times the stated overall maximum of 1,000 hours. The NTE IDIQ amount for each option exercised shall be derived similarly. Offerors shall enter this NTE amount in the NTE CLINs specified in Section B.

<sup>21</sup> The IDIQ firm-fixed unit prices will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA. For evaluation purposes and selecting the private sector offeror or ISSA, the proposed fully burdened rates will be averaged and the resultant rate will be multiplied by the overall maximum of 1,000 hours. (Separate rates will be calculated using overtime and straight time.) As there is no guarantee that any IDIQ work will be ordered, **this CLIN will NOT be subject to the cost comparison.**

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CLIN	Description	Quantity	Unit	Unit Price	Total Price
0401	RESERVED				
Option Period 4	Administrative and Clerical Support Services required by the Solicitation (Inclusive of the Performance Work Statement, all clauses, Exhibits, Attachments, and Referenced Documents). Period of Performance: 01 October 2007 through 30 September 2008. (To be allocated among CLINs below.)				
0402	Correspondence And Reports IAW PWS Section C-5.1 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0402AA	NAVAIR HQ	12	Month	\$	\$
0402AB	PEO(A)	12	Month	\$	\$
0402AC	PEO(T)	12	Month	\$	\$
0402AD	PEO(W)	12	Month	\$	\$
0402AE	NAWCAD	12	Month	\$	\$
0403	Travel IAW PWS Section C-5.2 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0403AA	NAVAIR HQ	12	Month	\$	\$
0403AB	PEO(A)	12	Month	\$	\$
0403AC	PEO(T)	12	Month	\$	\$
0403AD	PEO(W)	12	Month	\$	\$
0403AE	NAWCAD	12	Month	\$	\$
0404	Time and Attendance IAW PWS Section C-5.3 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):				
0404AA	NAVAIR HQ	12	Month	\$	\$
0404AB	PEO(A)	12	Month	\$	\$
0404AC	PEO(T)	12	Month	\$	\$
0404AD	PEO(W)	12	Month	\$	\$
0404AE	NAWCAD	12	Month	\$	\$

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**0405 Mail Management IAW PWS Section C-5.4 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0405AA	NAVAIR HQ	12	Month	\$	\$
0405AB	PEO(A)	12	Month	\$	\$
0405AC	PEO(T)	12	Month	\$	\$
0405AD	PEO(W)	12	Month	\$	\$
0405AE	NAWCAD	12	Month	\$	\$

**0406 General Administrative Support IAW PWS Section C-5.5 in support of the following commands (allocated among sub-CLINS based on Command identification by office on TA-1):**

0406AA	NAVAIR HQ	12	Month	\$	\$
0406AB	PEO(A)	12	Month	\$	\$
0406AC	PEO(T)	12	Month	\$	\$
0406AD	PEO(W)	12	Month	\$	\$
0406AE	NAWCAD	12	Month	\$	\$

<b>0407</b>	Data for CLINs 0402, 0403, 0404, 0405 and 0406 in accordance with DD Form 1423, Contract Data Requirements List	1	LOT	NSP	NSP
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<b>0408</b>	Any Other Contract Requirements (Inclusive of the performance work Statement, all clauses, Exhibits, Attachments, and Referenced Documents) not specifically captured in CLINS 0402-0407	12	Month	\$	\$
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**TOTAL FIRM FIXED PRICE FOR  
CLINS 0402-0408**

\$

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0409 Indefinite Delivery Indefinite Quantity Labor Hour Line Item 22,23,24, 25, 26

## 0409AA Administrative and Clerical Work Outside Normal Hours/Call Back After Hours

Provide firm fixed labor hour unit prices to be used in performing any work that may be ordered pursuant to Paragraphs C-1.3.5. Below are numerous Department of Labor (DOL) wage determination categories, envisioned potentially necessary if after hours work, as defined in C-1.3.5 is specifically required (i.e. ordered by the Government through issuance of a delivery order). PRE-AWARD NOTE: Should offerors believe additional labor categories (not specified below) are necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisked note on CLIN 0409AA and by providing the additional categories and rates on separate attachment to the price proposal. Offerors shall also indicate any categories included below they do not view as necessary (based on the requirements and their particular approach).

FIGURE I: Categories (when SP personnel are paid overtime, e.g. at least time and a half)	Maximum NTE Hours	Fully Burdened Rate (FBR)	NTE Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

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FIGURE II: Categories (when SP personnel are NOT paid overtime, e.g. straight time)	Maximum NTE Hours	Fully Burdened Rate (FBR)	NTE Total Amount
Project Manager		\$	\$
General Clerk I		\$	\$
General Clerk II		\$	\$
General Clerk III		\$	\$
General Clerk IV		\$	\$
Key Entry Operator I		\$	\$
Key Entry Operator II		\$	\$
Messenger (Courier)		\$	\$
Secretary I		\$	\$
Secretary II		\$	\$
Secretary III		\$	\$
Secretary IV		\$	\$
Secretary V		\$	\$
Travel Clerk I		\$	\$
Travel Clerk II		\$	\$
Travel Clerk III		\$	\$
Word Processor I		\$	\$
Word Processor II		\$	\$
Word Processor III		\$	\$
Computer Operator I		\$	\$
Computer Operator II		\$	\$
Computer Operator III		\$	\$
Computer Operator IV		\$	\$
Computer Operator V		\$	\$
Desk Clerk		\$	\$
	NTE 1,000 Total Hours	Average of Fully Burdened Rates (AVGFBR) \$	NTE \$ (Based on MAX 1,000 x AVGFBR)

0409AB Data for CLINs, 0409 in accordance  
with DD Form 1423, Contract Data  
Requirements List

1 LOT NSP NSP

TOTAL IDIQ PRICE FOR CLIN 0409  
(Based on MAX 1,000 Hrs X Highest  
Fully Burden Rate)

NTE \$

TOTAL FOR OPTION PERIOD 4  
(CLINs 0402 – 0409)

NTE \$

## Footnotes:

<sup>22</sup> The IDIQ clauses in the solicitation/award apply to this CLIN. The IDIQ CLINs are used solely when the SP is specifically required by the Government to work other than normal working hours IAW PWS C-1.3.5. The SP shall not be compensated for hours worked outside normal working hours that the SP elects to work in order to comply with the PWS requirements (including timeliness) unless the Government specifically invokes Paragraph C-1.3.5 through issuance of a delivery order under these CLINs.

<sup>23</sup> The unit pricing shall be firm fixed and include any costs (e.g. labor, supervision, materials, etc.), any associated overheads, G&A, profit, and any markups the SP deems necessary to perform in accordance with these CLINs and C-1.3.5, if ordered.

<sup>24</sup> Under the IDIQ CLINs, the Government may order up to the stated overall maximum of 1,000 hours (using either overtime or straight time) of Administrative and Clerical Work Outside Normal Working Hours for the "base period". The Government may also order up the stated maximum of 1,000 hours for each option period, if exercised. The Government reserves the rights to order no hours under the IDIQ CLINs, up to the overall 1,000 hours maximum in any one category, or up to the overall 1,000 hours maximum in any combination of the categories, using either overtime or straight time. The SP will be reimbursed for the number of hours ordered multiplied by the fully burdened rate(s) for the specific category(ies) ordered.

<sup>25</sup> Should a contract award occur, the "Not-to-Exceed (NTE)" amount for the IDIQ CLINs for the "base period" shall be derived by multiplying the highest fully burdened rate (between overtime and straight time) times the stated overall maximum of 1,000 hours. The NTE IDIQ amount for each option exercised shall be derived similarly. Offerors shall enter this NTE amount in the NTE CLINs specified in Section B.

<sup>26</sup> The IDIQ firm-fixed unit prices will be evaluated for reasonableness and considered during the selection of the private sector offeror or ISSA. For evaluation purposes and selecting the private sector offeror or ISSA, the proposed fully burdened rates will be averaged and the resultant rate will be multiplied by the overall maximum of 1,000 hours. (Separate rates will be calculated using overtime and straight time.) As there is no guarantee that any IDIQ work will be ordered, **this CLIN will NOT be subject to the cost comparison.**

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**B-1 DESCRIPTION/SPECIFICATIONS (SEP 1992) (NAWCAD/PAX)**

The contractor or ISSA shall, in conformance with the Contract provisions set forth in Sections B, D, E, F, G, H, I and J, furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Performance Work Statement (Section C) and in accordance with the Contractor's proposal of << **To be determined** >> as amended << **To be determined** >>.

Section K (Representations, Certifications, and Other Statements of (Offerors), as signed by the contractor on << **To be determined** >>, is hereby incorporated into this contract.

**B-2 EXERCISE OF OPTION (EXTENSION OF CONTRACT)**

(a) The extension of the contract under the option provisions, if exercised, shall be for the specified term.

(b) Such option shall be exercised 30 days before the end of the current period of performance.

**B-3 OFFERS FOR LESS THAN THE TOTAL QUANTITY**

Offers for less than the total quantity for all items specified are not desired and will be determined to be unacceptable.

**B-4 IDENTIFICATION OF LINE ITEM CONTRACT TYPE**

The contract type for each contract line item and subline item is as follows:

<b>Item No.</b>	<b>Contract Type</b>
0001, 0002 (0002AA-AE), 0003 (0003AA-AE), 0004 (0004AA-AE), 0005 (0005AA-AE), 0006 (0006AA-AE), 0007, 0008; 0102 (0102AA-AE), 0103 (0103AA-AE), 0104 (0104AA-AE), 0105 (0105AA-AE), 0106 (0106AA-AE), 0107, 0108; 0202 (0202AA-AE), 0203 (0203AA-AE), 0204 (0204AA-AE), 0205 (0205AA-AE), 0206 (0206AA-AE), 0207, 0208; 0302 (0302AA-AE), 0303 (0303AA-AE), 0304 (0304AA-AE), 0305 (0305AA-AE), 0306 (0306AA-AE), 0307, 0308 0402 (0402AA-AE), 0403 (0403AA-AE), 0404 (0404AA-AE), 0405 (0405AA-AE), 0406 (0406AA-AE), 0407, 0408	Firm Fixed Price
0009 (0009AA-AB), 0109 (0109AA-AB), 0209 (0209AA-AB), 0309 (0309AA-AB), 0409 (0409AA-AB)	IDIQ (with firm fixed unit prices)

**B-5 COMBINATION FIRM FIXED PRICE AND INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT**

(a) This is a combination Firm Fixed Price/Indefinite Quantity Contract for the services specified, and effective for the period stated in the schedule. Work items for the FFP portion are identified in the schedule and include all work except that identified as indefinite quantity. The fixed price quantities shown in the schedule are considered to be maximum estimates for this award period. Work items for the IQ portion of the award are identified in the schedule. The quantities of supplies and services specified in the schedule as indefinite quantity are estimates only and may be ordered by issuance of separate task orders using the Administrative and Clerical Support service categories specified within each CLIN.

(b) Delivery or performance shall be made only as authorized by orders issued. The contractor shall furnish to the Government, when and if ordered, the services specified in the schedule up to the stated maximum.

(c) Except for any limitation on quantities in the schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) The contractor shall complete performance under any order that issued during the effective period of this award, even if the entire performance of the order is not completed within the effective period of the contract. The terms of the contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(e) Offerors shall insert Unit Prices in each of the spaces indicated. See Section L regarding price composition.

**B-6 5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)**

The contract minimum as referred to in paragraph (b) of FAR 52.216-22, "Indefinite Quantities" clause of this contract (Section I), is the total of the firm fixed price portion of the contract. The maximum quantity is the total dollar value of the firm fixed price and up to the stated maximum for indefinite quantity items. The maximum quantity may not be exceeded without prior written approval of the PCO.

(End of Section B)

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**C-1** The Performance Work Statement (PWS), dated 15 AUGUST 2002 is provided as referenced in Section J as Attachment (1) to the solicitation.

**C-2 PLACE OF PERFORMANCE**

The services to be performed herein shall be performed at Naval Aviation Systems Team (NAST), Patuxent River, Maryland. In general, the offices and their assigned staffs are physically located aboard the Naval Air Station (NAS) Patuxent River, Maryland and Webster Field, St. Inigoes, Maryland. However, as specified herein, services shall be also be provided to personnel attached to the NAST, but located at other sites.

**C-3 DESCRIPTION**

(a) All items in the schedule (including those for option items if they are exercised) shall be in accordance with the contractor's proposal entitled/numbered (To be determined) and dated, incorporated herein by reference. The work shall be conducted and performed in accordance with the detailed obligations to which the contractor committed itself in the above referenced proposal in response to Solicitation N00421-01-R-0172, including the PWS provided as Attachment (1) to this solicitation

(b) The technical volumes of the contractor's proposal if incorporated specifically by reference and hereby made subject to the provisions of the FAR Clause 52.215-8, "Order of Precedence", clause of this contract. Under FAR Clause 52.215-8, the technical volumes of the contractor's proposal are hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

**C-4 EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS**

Unless otherwise specified, the revision level and date for each specification and standard cited within this solicitation/contract (including any specifications or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DoD) Index of Specifications and Standards (DoDISS) dated 1 July 1996 with supplement dated 1 January 1997.

**C-5 CONTRACT DATA REQUIREMENTS LIST**

The following items shall be in accordance with the attached Contract Data Requirements List ( CDRL) DD Form 1423, Exhibit "A" of this contract:

CDRL	TITLE
A001	Personnel Changes and SP Employee List
A002	Work Outside Normal Hours Report
A003	Network Access
A004	Phase-in Plan
A005	SP Quality Control Plan
A006	Joint Opening Inventory
A007	Administrative Services Quarterly Metrics
A008	Record of Meetings Report



**SECTION D - PACKAGING AND MARKING****5252.247-9507      PACKAGING AND MARKING OF REPORTS (SEP 1999) (NAVAIR)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

**5252.247-9514      TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999) (NAVAIR)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

**D1      ELECTRONIC DATA SUBMITTAL**

Unless specifically requested otherwise, all Technical Data and Information shall be electronically submitted. In the event that written Technical Data and Information is required, it shall be packaged in accordance with NAVAIR 5252.247-9514. All Technical Data and Information shall be marked in accordance with NAVAIR 5252.247-9507.

(End of Section D)

**SECTION E - INSPECTION AND ACCEPTANCE**

**E-1** The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)

**E-2 ACCEPTANCE**

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Government.

**E-3 INSPECTION BY REGULATORY AGENCIES (JUN 94)**

- a. Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.
- b. Permission has been granted by the Navy permitting federal and state occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws."
- c. The contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

**E-4 5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999) (NAVAIR)**

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the Contracting Officer's Representative.
- (b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**E-5 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled N/A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

(End of Section E)

## SECTION F - DELIVERIES OR PERFORMANCE

F-1 The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B DESTINATION	(NOV 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)

The following contract clauses are hereby provided in full text.

F-2 5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999) (NAVAIR)

(a) The period of performance shall be for a **period of thirteen (13) months**. The period of performance shall commence on or about 01 September 2003, beginning with the transition period with the full-performance period commencing within 30 days. However, the period of performance may be extended in accordance with the option provisions contained herein.

CLINs 0101-0109	Option I	12 months from option exercise
CLINs 0201-0209	Option II	12 months from option exercise
CLINs 0301-0309	Option III	12 months from option exercise
CLINs 0401-0409	Option IV	12 months from option exercise

(b) In addition, Performance Work Statement Paragraph C.13, authorizes the government to delay commencement of the transition period up to 90 days after award. Should this occur, the period of performance for the base period and any options may be adjusted accordingly unilaterally by the Government by prorating the monthly price.

(c) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

F-3 5252.247-9505 TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

Chief COR, Code TO BE DETERMINED  
Name: TBD  
Building # / Mailing Address: TBD  
Code: TBD  
Telephone: TBD  
FAX: TBD

(Only in the Chief COR's Absence) Alternate Chief COR Name: TBD

Building # / Mailing Address: TBD  
Code: TBD  
Telephone: TBD  
FAX: TBD  
Name:

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

### **F-3 PRE-PERFORMANCE CONFERENCE**

Within thirty (30) days of award and prior to commencement of the work (full performance), the SP shall meet in conference with representatives of government, at a time to be determined by the government, to discuss the terms and conditions of the award.

### **F-4 PERFORMANCE EVALUATION MEETINGS**

A. The Contractor's representative shall meet with the Government's representative monthly during the first six months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within five days.

The Government will periodically assess the Contractor's overall performance on this contract by completing the form in Section J. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses this form. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

### **F-5 CONSEQUENCES OF SP's FAILURE TO PERFORM REQUIRED SERVICES.**

The SP shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the SP's invoice or otherwise withhold an amount for unsatisfactory or non-performed work. The Government reserves the right to change sampling size at any time during the contract without notice to the SP.

a. **SURVEILLANCE METHODS.** The Government will apply surveillance methods to determine SP compliance. These include, but are not limited to, 100% inspection, planned sampling and validated customer complaints as primary surveillance methods; and incidental inspections as supplemental surveillance methods. When using these primary surveillance methods; and incidental inspections supplemental surveillance methods. When using these primary surveillance methods, deductions will be taken for all observed defects.

b. **PROCEDURES.** In the case of unsatisfactory or non-performed work, the Government:

(1) will give the SP written or oral notice of deficiencies prior to deducting for unsatisfactory or non-performed work. Such written notice shall not be a prerequisite for withholding payment for non-performed work.

(2) may, at its option, allow the SP an opportunity to re-perform the unsatisfactory or non-performed work within a reasonable period, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 4 hours of notice to the SP. In the case of other work, corrective action must be completed within 24 hours of notice. The original inspection results of the SP's work will not be modified upon re-inspection.

(3) shall deduct from the SP's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the SP, by the amount paid to any Government personnel (based on wages, and 32.85% for retirement and fringe benefits).

c. The SP is responsible for maintaining an effective Quality Control Program during the course of the contract. At the end of each surveillance period, the Government may calculate the defect rate for each work requirement and compare it to the corresponding Maximum Error Rate specified for that contract requirement. A defect rate which exceeds the specified MER is an indicator that the SP's Quality Control Program may be unsatisfactory. Failure to maintain adequate quality control may result in Termination for Default.

d. Re-performance by the SP does not waive the Government's right to terminate for nonperformance in accordance with Section I, FAR Clause 52.249-8, "DEFAULT FIXED PRICE SUPPLY AND SERVICE".

(End of Section F)

## SECTION G - CONTRACT ADMINISTRATION DATA

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)**

- (a) The Contracting Officer has designated the following representative(s) as the authorized Contracting Officer's Representative (COR) for this contract.

Contracting Officer's Representative Name: *(To be determined at time of Award.)*

This individual is responsible to the Contracting Officer, if a contract is awarded, for serving as COR.

Building # / Mailing Address: TBD

Code: TBD

Telephone: TBD

FAX: TBD

E-Mail: TBD

Alternate COR 1 Name: *TBD*

(This individual is responsible to the Contracting Officer, if a contract is awarded, for serving as COR in the absence of the Chief (Overall) COR.)

Building # / Mailing Address: TBD

Code: TBD

Telephone: TBD

FAX: TBD

E-MAIL: TBD

(b) The duties of the COR are as follows: (Per the authority of NAVAIR INSTRUCTION 4200.28D, entitled "Contracting Officer's Representative," (<http://www.nalda.navy.mil/instructions/default.cfm> click on NAVAIR 4200.28D) and the COR Appointment Letter, which will be provided as an attachment to the basic contract.)

- (i) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).
- (ii) When, in the opinion of the contractor, the COR requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or delivery/task order) or has otherwise resolved the issue.
- (iii) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

**5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999) (NAVAIR)**

Upon determination that funds are available, oral orders may be placed providing the following conditions are complied with:

- (a) No oral order will exceed \$25,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

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(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a proof of delivery or receipt..

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within ten (10) working days, or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

**5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless Task Orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

☐ a separate invoice for each activity designated to receive the supplies or services.

☒ a consolidated invoice covering all shipments delivered under an individual order.

☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999) (NAVAIR)**

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to

CONTRACTS  
BLDG 588, SUITE 2 CODE 2.5.1.1  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
47253 WHALEN ROAD UNIT 588  
PATUXENT RIVER, MD 20670-1463

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

**5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) (NAVAIR)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR).**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**5252.232-9521 PAYMENT INQUIRIES (AUG 1998) (NAVAIR)**

Inquiries regarding payment should be referred to <<Cognizant DFAS Office, TBD at contract award>>.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (MAY 1998) (NAVAIR)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: .

*TBD at contract award*



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**CONTINUATION SHEET**

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(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

*TBD at contract award*

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

*TBD at contract award*

(c) Paying Office. The disbursing office which will make payments is designated as follows: .

*TBD at contract award*

(d) Remittance Address. The address to which payments should be mailed by the Government is: .

*TBD at contract award*

**5252.242-9513      ACCOUNTING AND APPROPRIATION DATA (FEB 1995) (NAVAIR)**

The applicable accounting and appropriation data is as follows: *TBD at contract award*

**G-1      ELECTRONIC FUND TRANSFER**

Electronic Funds Transfer (EFT) Remittance Address: The address to which EFT payments should be made by the Government is as follows:

**CONTRACTOR FILL IN**

Name and Address of Financial Institution: \_\_\_\_\_

ABA Number of Financial Institution: \_\_\_\_\_

9 digit number: \_\_\_\_\_

Contractor Account Number: \_\_\_\_\_

See SF 3881, "Payment Information" Form

(END OF SECTION G)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (SEP 1999)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the resulting contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

## (e) Contracting restrictions.

☐ (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of ~~[insert the period of prohibition]~~ after the date of completion of the contract. (FAR 9.505-1(a))

☐ (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of ~~[insert the period of prohibition]~~ after the terms of this contract. (FAR 9.505-2(a)(1))

☐ (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of ~~[insert the period of prohibition]~~ after the terms of this contract. (FAR 9.505-2(a)(1))

☐ (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

☒ (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

☐ (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system,

subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with ~~insert the period of prohibition~~ after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

☐ (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

**5252.210-9501      AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998) (NAVAIR)**

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs Listed Therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

(1) Customer number or Commercial and Government Entity (CAGE) number.

(2) Complete mailing address.

(3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).

(4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a cost of \$150.00.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$25.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

#### **5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994) (NAVAIR)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination which applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

#### **5252.228-9501 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (MAR 1999) (NAVAIR)**

The following types of insurance are required in accordance with the clause entitled FAR clause 52.228-5 entitled "Insurance – Work on a Government Installation", and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (SEP 1999) (NAVAIR)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to, an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-8, "Default (Fixed-Price Supply and Service) (APR 1984)".

**5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000) (COMMERCIAL ACTIVITIES STUDY ALTERNATE I (NOV 2000))**

- (a) This Award may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this award shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # ~~N00024-00-D-6000~~, clause 5.2 "Ordering."
- (b) If the Service Provider is a contractor, it shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. If the services are to be provided by other than a Navy or Marine Corps Government entity, under an ISSA, the authorization shall be obtained from the designated Government Representative for the Award, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer or Designated Government Representative, as applicable. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) If the Service Provider is a contractor, it shall not apply profit or fee to any NMCI-related costs (or any costs resultant from NMCI Orders) in allocating or billing such costs to any particular (or group of) DoD contracts.

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**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)(NAVAIR)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Contracting Officer Code AIR 2.5  
Naval Air Warfare Center Aircraft Division  
47253 Whalen Road, Building 588 Ste 2  
Patuxent River, MD 20670-1463

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (APR 1998) (NAVAIR)**

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): None

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101): None

(3) Special Test Equipment (as defined in FAR 45.101): None

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301): **Refer to Section C-3 of the Performance Work Statement (PWS).**

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): None

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301): **Refer to Section C-3 of the Performance Work Statement (PWS).**

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): None

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations: None

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.



(2) Description	Serial Number	Bailment Agreement Under which Accountable
	None	

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

(End of Section H)

**SECTION I - CONTRACT CLAUSES**

The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL) 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

52.216-18 ORDERING (Oct 1995) (CLINs 0009, 0109, 0209, 0309, and 0409)  
para.(a) fill-ins: ... any time during the performance period.

52.216-19 ORDER LIMITATIONS (Oct 1995) (CLINs 0009, 0109, 0209, 0309, and 0409)  
para.(a) fill-in: ...less than \$25.00, the ...  
para.(b)(1) fill-in: ...in excess of \$25,000;  
para.(b)(2) fill-in: ...in excess of \$200,000; or  
para.(b)(3) fill-in: ...within 10 days.. .  
para.(d) fill-in: ...within 2 days.. .

52.216-22 INDEFINITE QUANTITY (OCT 1995) (CLINs 0009, 0109, 0209, 0309, and 0409)  
para.(d) fill-in: ...after six (6) months from the end of each period of performance .

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**CONTINUATION SHEET**

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52.217-8      **OPTION TO EXTEND SERVICES (NOV 1999)**  
fill-in:      within 30 days of exercising the option..

52.217-9      **OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**  
para.(a) fill-in: ...within **5 days** ; provided that the Government gives a preliminary notice  
**30 days** before contract expires.  
  
para.(c) fill-in: ...shall not exceed **five (5) years**.

52.219-8      **UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

52.219-9      **SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)**

52.219-16      **LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**

52.219-25      **SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-  
DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

252.219-7003      **SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL  
BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)**

52.222-3      **CONVICT LABOR (AUG 1996)**

52.222-4      **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME  
COMPENSATION (SEP 2000)**

52.222-21      **PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

52.222-26      **EQUAL OPPORTUNITY (APR 2002)**

52.222-35      **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF  
THE VIETNAM ERA (DEC 2001)**

52.222-36      **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

52.222-37      **EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF  
THE VIETNAM ERA (DEC 2001)**

52.222-41      **SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

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52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (APR 1998)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
252-225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENT PROGRAM (MAR 1998)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

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<b>252.227-7016</b>	<b>RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)</b>
<b>252.227-7025</b>	<b>LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)</b>
<b>252.227-7030</b>	<b>TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)</b>
<b>252.227-7036</b>	<b>DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)</b>
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<b>52.229-5</b>	<b>TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)</b>
<b>52.230-2</b>	<b>COST ACCOUNTING STANDARDS (APR 1998)</b>
<b>52.230-6</b>	<b>ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)</b>
<b>52.232-1</b>	<b>PAYMENTS (APR 1984)</b>
<b>52.232-8</b>	<b>DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)</b>
<b>52.232-9</b>	<b>LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)</b>
<b>52.232-11</b>	<b>EXTRAS (APR 1984)</b>
<b>52.232-17</b>	<b>INTEREST (JUN 1996)</b>
<b>52.232-18</b>	<b>AVAILABILITY OF FUNDS (APR 1984)</b>
<b>52.232-23 I</b>	<b>ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)</b>

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52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JULY 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
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52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
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252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
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52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2002)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- 52.246-25            **LIMITATION OF LIABILITY - SERVICES (FEB 1997)**
- 52.248-1            **VALUE ENGINEERING (FEB 2000)**
- 52.249-2            **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- 52.249-8            **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- 52.249-14           **EXCUSABLE DELAYS (APR 1984)**
- 52.253-1            **COMPUTER GENERATED FORMS (JAN 1991)**

**The following provisions/clauses are hereby provided in full text:**

**52.207-3            RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)**

- (a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal of employment openings under the contract in positions for which they are qualified, if the employment is consistent with post-Government employment conflict of interest standards.
- (b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

**52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:  
It is not a Wage Determination**

Employee Class	Lowest Monetary Wage	Lowest Hourly Fringes	Highest Monetary Wage	Highest Hourly Fringes
General Clerk I/II/III/IV	\$ 7.52	\$ 2.04	\$ 13.47	\$ 3.65
Key Entry Operator I/II	\$ 8.46	\$ 2.29	\$ 13.47	\$ 3.65
Secretary I/II/III/IV/V	\$ 10.36	\$ 2.81	\$ 20.67	\$ 5.60
Travel Clerk I/II/III	\$ 11.59	\$ 3.14	\$ 20.67	\$ 5.60
Word Processor I/II/III	\$ 9.23	\$ 2.50	\$ 15.07	\$ 4.08
Computer Operator I/II/III/IV/V	\$ 10.36	\$ 2.81	\$ 20.67	\$ 5.60
Desk Clerk	\$ 10.36	\$ 2.81	\$ 13.47	\$ 3.65
Messenger (Courier)	\$ 11.59	\$ 3.14	\$ 15.07	\$ 4.08



\*The Monetary Wages and Fringe Benefits provided above reflect a range of hourly rates and hourly fringe benefits being paid to Civil Servants for various categories stated on the accompanying wage determination. These were derived by compiling a range of pay grades from those indicated as generally applying to the SCA classifications by the DOL "Employee Standards Administration Wage Hour Division Service Contract Act/Directory of Occupations". The hourly rates were then compiled by applying the CY 2001 pay scale applicable to the local/surrounding area (inclusive of any locality adjustment for the area) to that range of pay grades.

\*\* These wages and fringe benefits do not necessarily represent the current Government organization or planned Government Most Efficient Organization (MEO) and are provided for informational purposes only. The Contracting Officer has no knowledge of the MEO at this time. Additionally, the inclusion of this information does not necessarily mean that all categories for which the information is provided would be required to perform the work or that all required are represented. Offerors must devise their own strategy and comply with applicable Department of Labor Wage Determinations.

\*\*\*Additional benefits for full-time Civil Service employees: Thirteen (13) days paid leave per year up to three (3) years of service; twenty (20) days paid leave per year between three (3) and fifteen (15) years of service; and twenty-six (26) days paid leave after fifteen (15) years of service. Thirteen (13) days of paid sick leave per year. Ten (10) paid holidays per year."

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far> OR <http://www.govcon.com>

DFARS: <http://www.dtic.mil/dfars> OR <http://www.govcon.com>

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS or NAPS (48 CFR Chapter 2 ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Section I)

## SECTION J - LIST OF ATTACHMENTS

	TITLE	FILE/FOLDER NAME
<b>EXHIBIT</b>		
A	DD Form 1423, Contract Data Requirements List	EXHIBIT A.1 CDRLS.pdf
<b>ATTACHMENT</b>		
1	Performance Work Statement	Attachment (1) – PWS.pdf
2	Wage Determination No: 94-2103 Rev (26) Area: DC, District Wide Wage Determination Website: <a href="http://www.ceals.usace.army.mil/">http://www.ceals.usace.army.mil/</a>	Attachment (2) – Wage Determination.doc
3	Site Visit Information	Attachment (3) – Site Visit.doc
4	Section L Forms and Attachments	Attachment (4) – Section L Forms.doc
5	List of Potential Offerors	Attachment (5) – List of Potential Offerors.pdf
6	OMB Standard Form LLL – “Disclosure of Lobbying Activities”	Attachment (6) – OMB Form LLL.doc
7	Navy Value Engineering Guide	Attachment (7) – Navy VE Guide.doc
8	DD 254 Security Classification	Attachment (8) –DD254.pdf
9	Contractor Performance Evaluation Survey	Attachment (9) CPARS.pdf

(End of Section J)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
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~~The following solicitation provision are hereby incorporated by reference:~~

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	
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52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)	
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~~The following provisions/clauses are hereby provided in full text:~~

52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)	
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(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)***(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

*(e) Type of organization.*

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(f) *Common parent.*

\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**52.204-5 WOMEN-OWNED BUSINESS (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Definitions. As used in this provision-

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means-
  - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
  - (ii) Holding a management position in the firm, such as a director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
  - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision --

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

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Name and Address of Offeror

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Name and Address of Entity  
Controlled by a Foreign GovernmentDescription of Interest, Ownership  
Percentage, and Identification of  
Foreign Government

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**5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (SERVICES) (APR 1989)**

This solicitation contains the an organizational conflict of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- ☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
- ☐ No conflict of interest exists.

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)NAME AND ADDRESS OF OWNER OR  
OPERATOR OF THE PLANT OR  
FACILITY IF OTHER THAN OFFEROR  
OR RESPONDENT**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 56111.

(2) The small business size standard is \$5.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.(1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☒ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.



(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

#### 52.222-21 - Prohibition of Segregated Facilities.(FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### 52.222-22 -- Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that --

- (a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \* has, \* has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 -- Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

- (a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (FEB 1995) (NAVAIR)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

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(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.227-7017

**IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE  
RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation -

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer  
Software to be Furnished  
with Restrictions

Basis for  
Assertion

Asserted Rights  
Category

Name of Person  
Asserting Restriction

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and address of Cognizant ACO or Federal Official where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and address of Cognizant ACO or Federal Official where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately

preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS - ELIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it -

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Section K)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUN 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: <input type="checkbox"/> DX or <input checked="" type="checkbox"/> DO rated order ...	(SEP 1990)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	(MAY 2001) -
52.216-1	TYPE OF CONTRACT fill-in: .....award of a <u>Firm Fixed Price</u> contract <u>with Fixed Unit Price IDIQ Line Items</u>	(APR 1984)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-1	SITE VISIT <u>Note: Please see Section J Attachment (3) for the detailed information regarding the site visit.</u>	(APR 1984)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2001)

(a) Definitions. As used in this clause -

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.



(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(c) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov/>

#### **52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)**

(a) This solicitation is Part of a Government cost Comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost Comparison before public announcement. Depending on whether the cost Comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost Comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost Comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

(i) completion of a public review period of 20 working days beginning with the date this information is available to interested parties and

(ii) resolution of any requests for review under the agency appeals procedure (see Paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost Comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost Comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After

- (i) completion of a public review period **20** working days beginning with the date this information is available to interested parties and
  - (ii) resolution of any requests for review under the agency appeals procedure (see Paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.
- (d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost Comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost Comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.
- (e) A cost estimate for Government performance is considered a proposal for purpose of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

**5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS  
(SERVICES).(JUN 1993)**

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to obtaining access to proprietary information.

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [enter attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

## (g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

CONTRACTS  
MARYELLEN LYONS AIR 2.5.1.1  
BLDG 588 SUITE 2  
47253 WHALEN ROAD  
PATUXENT RIVER, MD 20670-1463

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest which should preclude award to the offeror.

**52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L. (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

**252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)**

The mandatory and advisory documents, forms, and instructions, cited in the Performance Work Statement (PWS), as well as elsewhere in this solicitation, are not available for distribution. However, the following sites list availability of the applicable documents that are available for examination in electronic format.

Naval Air Systems Command Instructions (NAVAIR): <http://www.navair.navy.mil/contracts/navair>

Naval Supply Systems Command Instructions (NAVSUP): <http://www.nll.navsup.navy.mil>

Navy Electronic Directives System (NEDS): <http://neds.nebt.daps.mil/>

(contains OPNAV and SECNAV instructions)

OR <http://infosec.navy.mil/TEXT/DOCUMENTS/navy-doc.html>

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**5252.215-9504 USE OF NON-GOVERNMENT PERSONNEL IN EVALUATION OF PROPOSALS (NOV 1999)**

Offerors are hereby notified that non-government participants will have access to the offerors' proposals, and that submission of an offer shall constitute consent to the disclosure of proprietary information to all non-government participants in the source selection. The non-government participants are employees of commercial firms under contract to the Government, and if they serve as technical advisors they will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. The non-government corporate

entities are: Touchstone Energies LLC. All non-government personnel have signed certificates of non-disclosure and financial interest, or their equivalent documents.

**5252.215-9522      CONTENT OF PROPOSALS.(MAR 1999)**

(a) General. The offerors must submit **seven (7)** copies of their technical proposal and **four (4)** copies of the cost proposal.

(1) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(2) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(3) Offerors shall include a completed and signed Standard Form 33 (Solicitation/Contract), any solicitation amendments, the completed and signed Representations, Certifications, and other Statements of Offerors or Respondents (Section K of RFP) and other applicable fill-ins.

(b) Technical Proposal. Offerors must comply with the following:

(1) No cost or price information may be included in the technical proposal. The technical proposal may not be classified. The technical proposal must clearly demonstrate that the offeror has a thorough understanding of the technical services required for the complete accomplishment of the tasks detailed in the Statement of Work. Mere statements that the offeror understands or will meet the requirements of the Statement of Work or parts thereof will be considered inadequate.

(2) The technical proposal must clearly present sufficient information to allow evaluation based on the requirements stated herein:

**Corporate Experience, Past Performance, Staffing Plan, Technical Approach, Management Approach**

(c) Cost Proposal. It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. However, to ensure that proposed costs are consistent with the technical proposal, a cost realism analysis may be performed. The following information is required to be submitted in the cost proposal:

**Section L-3 Volume VI Proposal Requirements**

**5252.219-9501      LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (MAR 1999) (NAVAIR) (COMMERCIAL ACTIVITIES ALTERNATE/OCT 2001)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent of any subcontracted dollars shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why this five percent SDB goal cannot be proposed.

**52.222-24      PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of a compliance evaluation, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation. If the offeror's proposal is for a contract of \$10 million or more, each of the offeror and its known first-tier subcontractors to whom the offeror intends to award a subcontract of \$10 million or more shall be subject to a compliance evaluation, unless within the preceding 24 months the Office of Federal Contract Compliance Clearance has conducted a compliance evaluation and found them to be in compliance with Executive Order 11246.

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

CONTRACTS  
ATTN: MARYELLEN LYONS AIR-2.5.1.1  
BLDG 588, SUITE 2  
47253 WHALEN ROAD  
PATUXENT RIVER, MD 20670-1463  
(301) 757-9748

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (MAR 1999) (NAVAIR)**

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

CHIEF OF THE CONTRACTING OFFICE (AIR 2.5)  
ATTN: JAMES S. MEADE  
BLDG 588 SUITE 2  
47253 WHALEN ROAD, UNIT 588  
PATUXENT RIVER, MD 20670-1463

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal. **NOTE: This paragraph does not relate to Appeals of the cost comparison. Those such appeals are addressed in this section, FAR Clause 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) FEB 1993.**

**5252.237-9509 INSPECTION OF SITE (JAN 1992) (NAVAIR)**

Offerors or quoters are invited to inspect the facilities listed in the Section C where services are to be performed.

The site visit is scheduled to occur: **30 August 2002.**

*Note: Please see Section J Attachment (3) for the detailed information regarding the site visit.*

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

FAR:	<a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a>	OR	<a href="http://www.govcon.com">http://www.govcon.com</a>
DFARS:	<a href="http://www.dtic.mil/dfars">http://www.dtic.mil/dfars</a>	OR	<a href="http://www.govcon.com">http://www.govcon.com</a>

#### L-1 INQUIRIES:

Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT WILL BE SUBMITTED TO THE ISSUING OFFICE.

#### L-2 DISCLOSURE OF PROPOSAL PREPARATION AGENT:

(a) In the event any portion of the technical proposal is written by anyone who is not a bona fide full time employee of the firm submitting the proposal, a certificate to this effect shall be furnished which must be signed by a responsible officer of the offeror and show the person's name, employment capacity, the name of his firm, the relationship of that firm to the offeror's and the portion of the technical proposal he/she wrote.

#### L-3 SUBMISSION OF PROPOSALS (BEST VALUE):

This section specifies the format that offerors shall use for submittal of their proposal. The intent is not to restrict offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. The Section L forms (L.1 – L.6) referenced below are included as attachments to Section J of this solicitation.

#### PAGE LIMITATION AND PROPOSAL FORMAT

Each "page" is defined as one sheet, one-sided, 8 1/2" x 11", with at least a one-inch margin on all sides, using a point size of 12 (10 characters per inch or larger) single-spaced. Foldout pages are discouraged, but if used, will be counted as an equivalent number of 8-1/2" x 11" pages. Submit proposals in five separate volumes as follows:

**Volume I – Corporate Experience:** The offeror shall include all information required for evaluation of its proposal. The offeror shall prepare its proposal in accordance with the above and instructions found under the "General Requirements for Proposal Content" and "Additional Requirements for Proposal Content" that follow in Section L. It shall not contain any reference to the price aspects of the offer.

Page Limit:	No limit
Submit:	(1) Original

(7) Copies

(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Volume II - Past Performance:** The offeror shall include all information required for evaluation of its proposal. The offeror shall prepare its proposal in accordance with the above and instructions found under the "General Requirements for Proposal Content" and "Additional Requirements for Proposal Content" that follow in Section L. It shall not contain any reference to the price aspects of the offer.

Page Limit: No limit

Submit: (1) Original

(7) Copies

(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Volume III - Staffing Plan:** The offeror shall include all information required for evaluation of its proposal. The offeror shall prepare its proposal in accordance with the above and instructions found under the "General Requirements for Proposal Content" and "Additional Requirements for Proposal Content" that follow in Section L. It shall not contain any reference to the price aspects of the offer.

Page Limit: 75 Pages

Submit: (1) Original

(7) Copies

(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Volume IV - Technical Approach:** The offeror shall include all information required for evaluation of its proposal. The offeror shall prepare its proposal in accordance with the above and instructions found under the "General Requirements for Proposal Content" and "Additional Requirements for Proposal Content" that follow in Section L. It shall not contain any reference to the price aspects of the offer.

Page Limit: 75 Pages

Submit: (1) Original

(7) Copies

(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Volume V - Management Approach:** The offeror shall include all information required for evaluation of its proposal. The offeror shall prepare its proposal in accordance with the above and instructions found under the "General Requirements for Proposal Content" and "Additional Requirements for Proposal Content" that follow in Section L. It shall not contain any reference to the price aspects of the offer.

Page Limit: 50 Pages

Submit: (1) Original

(7) Copies

(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Volume VI - Price Proposal:** The offeror shall include the completed Section B of this solicitation, as well as a complete cost/price breakdown with supporting information. Additionally, the offeror shall submit all data and information requested which includes general information, responsibility determination information, and specifically identify any exceptions/conditions to the solicitation. This information shall be provided in accordance with the instructions found above and under the "Additional Requirements for Proposal Content" that follow in Section L.

Page Limit: No limit

Submit: (1) Original



- (4) Copies  
(1) An electronic copy submitted either on a CD-Rom disk or an Iomega (100MB) ZIP diskette.

**Submission Instructions:**

The CD-ROM disks or Iomega (100MB) ZIP diskettes provided with the copies shall be prepared in Microsoft programs (Word 97, Excel 97 or Access 97) or shall be readable by these programs, with no loss of page layout or formatting information. They shall contain the exact files printed for each volume and directions for conversion, if required. Label each disk with the following information:

- Title of the proposal
- Volume (i.e. Corporate Experience, Past Performance, Staffing Plan, Technical Approach, Management Approach, and Price)
- Volume number (I, II, III, IV, V, VI)
- Solicitation number
- Offeror's name, Point-of-Contact (POC) and telephone number

Use 3-ring loose-leaf binders for each volume. Excess pages will be removed from the back of Volumes III, IV, and V and will be NEITHER READ NOR EVALUATED. Table of contents and divider pages will not be counted against page limitations. The use of tabs and dividers is required. However, the divider pages must only be used to reference a new section of the proposal. Divider pages shall not be used to address proposal content requirements.

Pages shall be consecutively numbered for each volume and tabbed as indicated below. Minimum line size and pitch requirements apply to bullets and other special text formatting, except for tables and graphic displays, which can be single spaced, but should maintain pitch requirements. Any tables and graphic displays should be used in a reasonable fashion for communication and not be designed to circumvent the formatting requirements.

Headers shall be in the top margin and contain the name of the offeror on the left edge and the solicitation number on the right edge. Footers shall be in the bottom margin, and contain the date of the proposal on the left edge and the page number on the right edge.

Mandatory forms have been provided to help facilitate the Government's evaluation process. The "page" formatting described above does not apply to the standard forms provided by the Government in Section J attachments to this solicitation.

Include in each volume the following information:

Information Sheet – Cover Page

- Title of the proposal
- Volume (i.e. Corporate Experience, Past Performance, Staffing Plan, Technical Approach, Management Approach, and Price)
- Volume number (I, II, III, IV, V, VI)
- Solicitation number
- Offeror's name, address, POC, telephone number, fax number, Taxpayer Identification Number (TIN), DUNS Number, Cage Code, and Contractor Central Registration (CCR) Number
- If applicable, Subcontractor's name, address, POC, telephone number, fax number, Taxpayer Identification Number, DUNS Number, Cage Code, and CCR Number
- Name, address and telephone number of the cognizant Defense Contract Audit Agency (DCAA) auditor and Administrative Contracting Officer (ACO) for the prime and any subcontractors
- Offeror's own assigned proposal number (if any)
- Identification of original or copy number (i.e., "1 of 7 copies")

Table of Contents

- The table of contents shall provide enough detail to locate all of the important elements of the offer. Use tabs and dividers.

**GENERAL REQUIREMENTS FOR PROPOSAL CONTENT**

**GENERAL REQUIREMENTS:** The offeror's proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary. Also, the use of general or vague statements such as "standard procedures will be used," "good administrative practices," and "will comply with the Performance Work Statement (PWS)" alone are not acceptable. Presentations beyond those that are sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding or cost consciousness.

Where discussion of repeated information is necessary, you may refer to the initial discussion and identify its location elsewhere within the proposal. If required, cross-reference the proposal for traceability.

Offerors should specifically identify any strength that is proposed in their offer. A strength is defined as an area in which the proposal exceeds the Government's minimum requirements and is determined beneficial to the Government by the Government. Strengths can include innovations, process improvements, or increases in performance standards that demonstrate the Offeror's unique capability to meet the requirements of the PWS or that provide additional benefit to the Government. These innovations, process improvements, or additional benefits to the Government should be identified in the proposal volume to which they apply.

Specific detailed evaluation factors are stated in Section M. Fully address each factor in the appropriate section of your proposal. In doing so, offerors must also adhere to the guidelines and format outlined in this and succeeding portions of Section L. Information necessary to prepare specific volumes follows:

**ADDITIONAL REQUIREMENTS FOR PROPOSAL CONTENT  
VOLUME I – CORPORATE EXPERIENCE (FACTOR I)**

The offeror shall demonstrate its recent, relevant Department of Defense experience in managing and performing work substantially similar or directly related to that required by the PWS. In doing so, the offeror shall clearly identify relevant experience for each functional area identified in Section C-5 of the PWS. Do not simply reiterate the PWS task descriptions, as that is ineffective in supporting the assertion that experience was gained in the given task areas. Forms L.1 and L.2 shall be included in Volume I, under Tab 1. L.1 shall summarize and identify a minimum of five of the most relevant contracts (for which performance did not cease more than five years from the closing date of solicitation). Detailed information for each shall be provided on Form L.2. It is incumbent on the offeror to explain the relevance of the data provided and to demonstrate experience with similar environments, scope, magnitude, and complexity (including providing broad administrative services to a large number of customers in multiple locations simultaneously). The offeror shall also ensure the names/titles/addresses/email addresses (if available)/phone & fax numbers of the individual(s) capable of corroborating this information are provided.

**NOTE:** The distinction between experience and past performance is that experience reflects whether contractors have performed similar work before, while past performance describes how well contractor's performed the work. Any experience provided as relevant in response to Factor I "Corporate Experience" (i.e. on Form L.1) must also be provided under Factor II "Past Performance" and will also be evaluated there. In responding to Factor II, the offeror may cross-reference to the L.2 form submitted for Factor I (in Volume II) and need not duplicate them hereunder.

**ADDITIONAL REQUIREMENTS FOR PROPOSAL CONTENT  
VOLUME II – PAST PERFORMANCE (FACTOR II)**

The Government will evaluate the offeror's past performance on Federal Government contracts (or subcontracts) currently on-going or completed within the last five years in order to assess performance risk. The offeror shall submit

the information for both the offeror and any proposed subcontractors performing 25% or more of the overall dollar value of this effort, or efforts valued at \$500,000 or more per annum. The Past Performance Volume shall be organized as follows:

- Information Sheet – Cover Page
- Table of Contents
- Tab 1: Past Performance

List of Contracts -- Using Form L.2 "Detailed Relevant Contract Experience Information and Past Performance References Form," provide a list of five contracts and/or subcontracts completed during the last five years and five contracts and/or subcontracts currently in process that demonstrate relevant past performance. As part of this required past performance information, the offeror shall provide a Form L.2 under Tab 1, Volume II for each of the relevant experiences provided under Factor I "Corporate Experience". In doing so, the offeror may cross reference to the L.2 form submitted under Factor I, by citing the assigned "reference number" (versus providing a duplicate copy of the L.2 in this volume). Include all information required by Form L.2 for each contract and subcontract.

Offerors may provide additional past performance references using Form L.2, if desired. If offerors have at least one, but fewer than five references, offerors should provide all available references and should include a statement indicating that this is the extent of the available sources of reference. The offeror must explain what contract references it possesses that would indicate its ability to perform this effort. Offerors shall either provide the above information or affirmatively state that no past performance history exists. In the case of an offeror that does not have past contract performance information, the offeror shall affirmatively state that it has no past performance history. Offerors that have no past performance history will not be evaluated favorably or unfavorably on the factor of past performance.

**NOTES:**

- 1) Past Performance information for the performance as a subcontractor shall include the prime contractor's name, point of contact, and telephone number of the entity with which business was done.
- 2) The offeror may provide information on problems encountered on the contracts and subcontracts identified in Form L.2 and corrective actions taken to resolve these problems.
- 3) References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

**ADDITIONAL REQUIREMENTS FOR PROPOSAL CONTENT  
VOLUME III – STAFFING PLAN (FACTOR III)**

The Staffing Plan Volume shall demonstrate how the contract will be staffed based on the requirements represented in the PWS. The Staffing Plan Volume shall also clearly demonstrate that the offeror has a thorough understanding of the hiring, training and retention challenges inherent in performing the requirements of the PWS, and as such, demonstrate the ability of the offeror to obtain, train, and retain the staff necessary to successfully perform the required tasks and workload. The Staffing Plan Volume shall be organized as follows:

- Information Sheet – Cover Page
- Table of Contents
- Tab 1 (Subfactor 3A): Staffing Plan Matrix

The offeror shall:

- a. Submit a staffing plan that demonstrates sufficient personnel to successfully fulfill the requirements identified in the PWS. The offeror shall provide all information required in "Columns A – K" and "Totals 1-6" of Form L.3 "Staffing Matrix", as indicated in the detailed instructions provided with the form.

- b. Address the plan to staff IDIQ work (that may or may not be ordered by the Government). Must be addressed separately from L.3.
- c. Identify all productivity assumptions used in determining the necessary staffing and productive labor hours per man-year.

- Tab 2 (Subfactor 3B): Maintaining a Stable, Effective, and Skilled Workforce

The offeror shall:

1. Submit plans for recruiting, training and retaining adequate numbers of qualified and skilled personnel at the rates/benefits proposed and how it will maintain a stable, effective and skilled workforce throughout performance (including phase-in and phase out). This shall include consideration of qualified, skilled labor available within the planned hiring area and the ability to attract and retain those employees at the planned pay/benefits. NOTE: Do not reveal actual rates in Volume III.
2. Submit plans for providing adequate support during employee absences and during periods of workload fluctuations.

- Tab 3 (Subfactor 3C): Key Personnel

The offeror shall submit a Personnel Data Form (PDF) using Form L.4 for any individual proposed to fill a Key position as designated by the PWS. Provide all data required by the instructions on Form L.4 including a reference point for each identified relevant job experience. Note that the Government may contact these references during evaluation of the proposal. The offeror shall also provide a letter of commitment signed by any individual proposed to fill a Key position (regardless of whether they are current staff or a contingency hire). This information is required only for positions designated as Key personnel. Providing this information for additional positions/employees will provide no additional benefit to the offeror.

**ADDITIONAL REQUIREMENTS FOR PROPOSAL CONTENT**  
**VOLUME IV - TECHNICAL APPROACH (FACTOR IV)**

The Technical Approach Volume shall clearly and fully demonstrate that the offeror has a thorough understanding of the requirements. The Technical Approach Volume shall also clearly and fully demonstrate that the offeror has a thorough understanding of the challenges inherent in performing these functions, and demonstrate the ability of the offeror to perform the functions contained in the PWS successfully.

The Technical Approach Volume shall be organized as follows:

- Information Sheet - Cover Page
- Table of Contents

The offeror shall describe specifically and in detail how it will integrate the numerous tasks required to provide the support services to the NAST customer base. Define the proposed approach for performing the requirements identified in section C-1, C-3, C-4 and C-5 of the PWS. Tab each section separately and number in accordance with the numbering in the PWS (example C-5.1, *Correspondence and Reports*, C-5.1.1, Requirements). Include the receipt of input; process for performance; quality, timeliness, and productivity standards for output; and process improvements for each of the requirements. Address every task and subtask in C-1, C-3, C-4 and C-5. For purposes of the PWS, a task is considered any requirement that the SP shall perform. Describe how policies, procedures, and practices will preserve Government property and equipment and minimize life cycle costs.

**ADDITIONAL REQUIREMENTS FOR PROPOSAL CONTENT**  
**VOLUME V - MANAGEMENT APPROACH (FACTOR V)**

The Management Approach Volume shall clearly and fully demonstrate how the offeror intends to manage workload and performance under this PWS. The Management Approach Volume shall be organized as follows:

- Information Sheet – Cover Page
- Table of Contents
- Tab 1 (Subfactor 5A): Organizational Approach
  - a. Provide an organizational chart for the effort (identifying position titles versus individuals' names). As a minimum, also clearly identify:
    - a. Span of control for any key, supervisory or lead personnel responsible for the work,
    - b. Chain of command, and
    - c. Whether positions are on-site or off-site of Pax campus.
  - b. Indicate which of the following authorities/responsibilities will reside on-site and where. For any not residing on-site, clearly indicate where it will reside and address the corporate layers between the on-site manager and individuals with that authority.
    - a. Hiring, firing, and scheduling employees and any subcontractors;
    - b. Directing SP employees to work after hours;
    - c. Resolving conflicts between SP employees, with any subcontractors, and with the Government;
    - d. Quality control;
    - e. Negotiation and signature of contract modifications and delivery orders;
    - f. Liaison with designated Contracting Officer's Representative (COR).
- Tab 2 (Subfactor 5B): Management Controls and Reporting

The offeror shall specifically address how it will monitor workload to control quality and ensure delivery of quality and timely work, including addressing related systems, reports, and how it will make this information available to the Government.

- Tab 3 (Subfactor 5C): Transition Plan

The offeror shall develop and present Phase-In and Phase-Out transition plans. These remain subject to the Contracting Officer's approval, if contract award results. The plans shall address:

1. The offeror's plans for ensuring smooth transition from Government to SP and from SP to successor, as applicable;
2. Specific plans for the orientation/phase-in period and for being fully operational by the time full performance is required by the PWS, including:
  - a. Schedules and milestones to complete Phase-In, as required, and Phase-Out no later than the expiration of any contract;
  - b. Mobilization and demobilization of key personnel and staff;
  - c. Supervision and manning of phase-in and phase-out periods;
  - d. Development and dissemination of operating procedures, instructions, and administrative control procedures; and
  - e. Transitioning Government furnished property.
  - f. Potential problems associated with phase-in and phase-out and the offeror's reasonable solutions;

Plans for managing Government employees' Right of First Refusal

- Tab 4 (Subfactor 5D): Subcontracting Effort

a. **Management of Any Subcontracted Effort (Must Be Addressed by ALL Offerors)**

The offeror shall identify each type of work to be subcontracted, if applicable, and the extent of each subcontracted effort in comparison to the overall effort (by percentage and estimated dollar value per annum and overall). Address how any planned subcontracting will be managed to ensure cohesive integration so that all requirements are satisfied. Address each subcontractor's involvement and provide the rationale for the split of work to be performed by the prime and each of the subcontractors. Identify whether any negotiated agreements exist for this particular effort or some other type of commitment from the subcontractor. Address the strategy for facilitating participation by Small Disadvantaged Businesses (SDB) in the performance of this contract. Describe the complexity and variety of the work to be performed by SDB's, and the percentage of total contract value that is to be performed by SDB's.

b. **Subcontracting Plan (Only Applicable to Large Businesses)**

It is the policy of the Naval Air Systems Command (NAVAIR) to ensure that small, small disadvantaged, Hub-zone small, women-owned small, and Veteran-owned small business firms shall have the maximum practicable opportunity to participate in the performance of contracts awarded to support NAVAIR programs at both the prime and subcontractor level. If a contract is awarded as a result of this solicitation to a large business, the offeror shall fully comply with the intent of the aforementioned policy. The successful offeror shall also have proposed and agreed to pursue an effective and comprehensive small, small disadvantaged, Hub-zone small, women-owned small, disabled Veteran-owned small, and Veteran-owned small business subcontracting plan that is in compliance with the following requirement:

Offerors shall submit a small business and small disadvantaged business (SB/SDB) subcontracting plan in accordance with FAR 52.219-9. In addition to complying with the provisions of FAR 52.219-9, the recommended small business subcontracting goal is **30%** of any subcontracted dollars.

The successful offeror, if a large business and planning to subcontract any work, shall also have proposed and agreed to pursuing an effective and comprehensive small, small disadvantaged, Hub-zone small, women-owned small, and Veteran-owned small business subcontracting plan that is in compliance with the following requirement:

**Note:** The proposed subcontracting plan will be subject to approval by the PCO prior to contract award. The offeror's SB/SDB subcontracting plan shall include all 11 items cited in FAR clause 52.219-9, subparagraph d (1) through (11), in addition to the following items:

- (a) The described duties and the indicated position of the subcontracting plan administrator within the project and/or corporate organization shall clearly show a corporate/team dedication to this project.
- (b) The principal items planned to be subcontracted shall be clearly identified down to specific products, services, tasks, and/or construction special trades, or key contractor responsibilities, with the reasonable cost/price estimates or basis for estimating costs given.
- (c) The methods used to identify SB/SDB sources for the contract shall be described.
- (d) The proposal shall identify records to be maintained to show compliance with the plan, while meeting the basic requirements contained in item (11) of the plan.
- (e) The plan shall describe company/project-specific efforts that the offeror normally provides and shall provide to assist small businesses in obtaining opportunities on this and all company/offeror team projects. This section shall also include the offeror's approach to meet the 30% Small Business goal set for this effort and sustaining that level of small business involvement throughout the life of the Award. In addition, the offeror must demonstrate and address congruence between the plan and information in the technical and price proposals.

- Tab 1: Summary Sheet: A summary sheet shall be included which contains the following information:

- ◆ Prime offeror name
- ◆ Total dollar value per year and summary total for all years
- ◆ Dollar value of each subcontractor's involvement and the type of subcontract to be placed

- Tab 2: General Information

The offeror shall acknowledge any solicitation amendments and shall include the completed and signed Standard Form 1447 (Solicitation/Contract), a completed Section B, the completed and signed Representations, Certifications, and other Statements of Offerors (Section K of this solicitation), and all other applicable fill-ins.

- Tab 3: Responsibility

The Contracting Officer must make an affirmative determination that the prospective contractor is responsible in accordance with Part 9 of the Federal Acquisition Regulation. To assist in this regard, the offeror shall include the following information in Volume VI of its proposal:

- ◆ A statement of financial condition of the offeror which includes the offeror's most recent financial statements.

- Tab 4: Exceptions/Conditions

The offeror shall include a sheet that identifies and explains any exception(s) and/or condition(s) taken with any solicitation provision or contract clause. Rationale for the exception(s) and/or condition(s) shall be provided as well as cite references to the provision or clause to which the exception or condition relates.

- Tab 5: Pricing Information

- ◆ Prime contractors are required to provide an assessment and determination that the costs/prices proposed by any subcontractor are fair and reasonable (see FAR 15.404-3(b)).
- ◆ Service Contract Act. The solicitation, and any resulting contract, will be subject to the Service Contract Act of 1965, as amended, and FAR 52.222-41, as incorporated by reference in Section I of this solicitation. Therefore, as part of the proposal, the offeror shall furnish all information needed to ascertain compliance with the minimum monetary wages and fringe benefits for service employees as mandated by the Service Contract Act and the appropriate Wage Determination(s). Offerors are required to submit a total compensation plan setting forth salaries and fringe benefits proposed for employees (including temporary and part-time employees) who will work under the contract and are subject to the Act. Include data used in establishing the total "bona fide" fringe benefit plan, fund, or program for each labor category proposal.

(1) The pricing proposal shall include detailed cost information for each labor category that is listed on Form L.5 "Fully Burdened Labor Rate Computation Form". The required information includes indicating whether each labor category is subject to the Department of Labor's Service Contract Act (SCA), providing sufficient information to verify that labor costs and fringe benefits for non-exempt employees meet the minimum wages required by the SCA, and demonstrating the calculation of the fully burdened hourly rate. The calculation shall include the direct labor rate and applicable fringe, overhead, general & administrative, and profit rates for each labor category proposed. The Offeror should provide the labor hours that are proposed per labor category for each SLIN of Section B. Composite rates are required for any labor category in which more than one individual is proposed. Fixed composite rates should properly weigh proposed labor rates based on calculated percentages of the total. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. All burdened labor rates shall be rounded to two decimal places, and the total labor price of each SLIN should be rounded to the dollar.

(2) For all proposed subcontracted efforts, the fully burdened labor rates and respective hours per labor category per SLIN shall be indicated on the Offeror's completed Form L.5. Additionally, each subcontractor shall provide a completed Form L.5, which may be submitted in a sealed envelope with the Prime contractor's proposal.

(3) The Offeror shall use Form L.6 "Supporting Schedule By Cost Element" to indicate the firm-fixed price and FTE count for each SLIN of the proposal. Form L.7 "Total Price Summary" shall be used to indicate the total firm-fixed price and total IDIQ ceiling for each period of performance of the anticipated effort.

(4) In Section B, an Indefinite Delivery Indefinite Quantity (IDIQ) CLIN lists numerous labor categories envisioned as potentially necessary if work under Paragraph C.1.3.5 is ordered specifically by the Government to perform Administrative and Clerical Support services after-hours. There is no minimum guarantee (i.e. ordering quantity) for this CLIN or Sub-CLINs. Offerors shall use Form L.8 to propose a firm fixed fully burdened labor rate including all labor, supervision, materials, etc., overheads, profit for each labor category shown based on the "not-to-exceed" hours as identified in the Section B schedule. Offerors shall provide a detailed breakdown of how these firm fixed rates are built-up. Should the offeror believe that additional labor categories (not specified in the CLIN) may be necessary (based on the requirements and their particular approach), offerors shall notify the Government of this by an asterisk on the CLIN in Section B and by providing the additional labor categories, rates, and rate build-up on a separate attachment to this page of the price proposal. In doing so, the offeror shall use DOL wage determination categories unless the appropriate DOL category doesn't exist. Conversely, the offeror shall also indicate any categories included they do not view as necessary (based on the requirements and their particular approach) by indicating N/A for the inapplicable category on Section B. NOTE: This IDIQ CLIN will be evaluated during the selection of the private sector offeror or ISSA. However, the IDIQ CLIN will not be subject to the cost comparison nor included on the cost comparison form.

(5) The offeror shall provide detailed breakdowns of the composition of all indirect rates (fringes, overheads, G&A, etc.) that are used in calculating the price of the proposal.

NOTE: An offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between the promised performance stated in the technical proposal, and the relative cost of that performance stated in the cost proposal should be fully explained in the cost proposal. (Offerors are reminded that they shall not address cost in their technical proposals. Offerors shall not reference any explanation made pursuant to this note in their technical proposal). For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on price/cost should be explained; or if a corporate policy has been made to absorb a portion of the estimated price/cost, that should be stated in the proposal. Any, significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of its financial ability to perform the contract, and may be grounds for rejection of the proposal.

(END OF SECTION L)



## SECTION M - EVALUATION FACTORS FOR AWARD

The following solicitation provisions are hereby incorporated by reference:

Number	Title	Date
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**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The following solicitation provisions are hereby provided in full text:

**5252.215-9523 BASIS FOR AWARD BASED ON BEST VALUE (FEB 2001)**

(a) Award of the contract resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the greatest value to the Government in terms of technical and price rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the greatest value to the Government. The resulting contract will be awarded on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government all factors considered.

(b) Evaluation factors other than cost are, *when combined, are considered approximately equal to cost or price*

(c) The offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L which affects the evaluation factors for award.

~~Technical factors and subfactors and their relative importance included in M2 below.~~

(d) (1) The degree of importance allocated to cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or decrease when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(2) With regard to any understatement of costs, the Government reserves the right to evaluate the cost proposals on the inclusion of all necessary and verifiable item of cost<sup>†</sup>. Any proposal which is materially unbalanced as to prices may be rejected as nonresponsive. An unbalanced proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(e) The Government intends to award a contract on the basis of initial offers received without discussions. Therefore each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors within the competitive range.

(f) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.

**5252.246-9510 GENERAL INFORMATION REGARDING PAST PERFORMANCE AND SYSTEMIC IMPROVEMENT (NOV 1989)**

(a) Past Performance. Evaluation will include assessment of Past and present performance by review of data presented by the offeror, data in existing government data bases, data from cognizant procuring and contract administration offices and data from on-site surveys. Problems found in this data which have not been addressed by the offeror will be assumed still to be in existence. The Past performance inputs will not merely be added together then averaged for a grade. Instead, the effectiveness of actions taken by the offeror to resolve these problems will be used to assess the risk of future performance on the proposed contract.

(b) Systemic Improvement. Successful offerors will be able to demonstrate their application of systemic improvement management practices by presenting the root cause corrective actions taken or being taken to resolve Past and present performance problems, as well as presenting the systemic improvement management approach to be used during execution of the proposed contract. An offeror's Past and present performance is not presumed to be perfect. Rather, the successful offeror will have

demonstrated the ability to isolate Past and present problems down to a root cause and to take systemic improvement management actions to resolve the root cause of the problems.

**M1 SINGLE AWARD**

As this solicitation is being conducted in accordance with the Office of Management and Budget (OMB) Circular No. A-76 Revised Supplemental Handbook, the Government intends to select a single best value private sector offeror for the purpose of comparison with the Government on this Commercial Activity Study. In the case of contract award, the Government reserves the right to make a single award to the private sector offeror that is considered to be in the best interest of the Government, price and other factors considered.

**M2 EVALUATION CRITERIA AND THE BASIS FOR AWARD (BEST VALUE)****1. General:**

The Government intends to evaluate proposals and select a best-value private sector offeror or ISSA provider without discussions. Therefore, offerors are cautioned that their initial proposal should contain the best terms from a technical and a cost or price standpoint. However, the Government reserves the right to conduct discussions if later determined necessary by the Procuring Contracting Officer. The failure of an offeror's proposal to meet any given requirement (or combination of requirements) of the solicitation may result in the proposal being found to be unacceptable and thus eliminated from the competition. Additionally, proposals determined non-competitive may also be eliminated from the competition. One contractor or ISSA provider will be selected for comparison with the Government on the basis of its proposal being the most advantageous to the Government, price and other factors considered.

To the extent that the Offeror proposes strengths, the Offeror may receive a correspondingly higher adjectival rating, regardless of whether the Offeror or the Government identifies the strengths. Offerors are advised that, during the evaluation, the Government may determine that proposal elements identified by the Offeror as strengths either do not exceed the minimum requirements or are not of value to the Government, and are therefore not strengths to the Government. Offerors will not receive credit or higher ratings for a proposed enhancement that is not determined by the Government to be a strength.

**2. Evaluation Methodology:**

All technical evaluation factors will receive an adjectival rating that depicts how well the offeror's proposal meets the evaluation standards and solicitation requirements. The technical evaluation factors are listed below:

- Corporate Experience
- Past Performance
- Staffing Plan
- Technical Approach
- Management Approach

The process for selecting the best value offeror for comparison to the Government will depend on the number of offers received. If four or more offers are received, this evaluation will take place in two phases. In phase one, Price, Corporate Experience, and Past Performance will be evaluated. In this phase, Price, Corporate Experience, and Past Performance are of equal importance. Based on the phase one evaluation, the competitive range will be determined. All offers considered in the competitive range will proceed to the phase two evaluation, and offers not considered in the competitive range will not be evaluated for Staffing Plan, Technical Approach, or Management Approach, and will not be considered for selection as the best value offeror.

In phase two, the Staffing Plan, Technical Approach, and Management Approach will be evaluated. The ratings for the phase two evaluations will be combined with the phase one evaluation to determine the best value offeror. In determining the best value offeror, the Staffing Plan will be the most important evaluation factor. Staffing Plan is slightly more important than Corporate Experience and Past Performance individually. Corporate Experience and Past Performance are of equal

importance, and individually more important than Technical Approach and Management Approach. Technical Approach and Management Approach are equal in importance.

If three or less offers are received, the source selection evaluation will revert back to a one-phase approach. In such a case, Staffing Plan will be the most important evaluation factor. Staffing Plan is slightly more important than Corporate Experience and Past Performance individually. Corporate Experience and Past Performance are of equal importance, and individually more important than Technical Approach and Management Approach. Technical Approach and Management Approach are equal in importance. All evaluation factors other than price, when combined, are approximately equal to price. The degree of importance of price will increase commensurably with the degree of equality among technical proposals on the all factors other than price.

In all phases of the evaluation, the adjectival and risk ratings are of equal importance.

### 3. Evaluation of Proposals

The Government shall evaluate the offerors' Corporate Experience, Staffing Plan, Technical Approach, and Management Approach using five qualitative rating definitions (Outstanding, Highly Satisfactory, Satisfactory, Marginal, or Unsatisfactory). The risk associated with a proposal shall also be assessed for the Staffing Plan, Technical Approach, and Management Approach evaluation factors using three descriptive rating definitions (High, Medium, or Low). To assess a proposal's risk, the Government will review and evaluate the offeror's proposal submission for any potential risk as it relates to timely and reliable performance of the required task. The risk assessments for Staffing Plan, Technical Approach, and Management Approach are equal in importance to the Staffing Plan, Technical Approach, and Management Approach qualitative ratings.

The Corporate Experience and Past Performance portions of the proposal shall be evaluated for performance risk using six definitions (Very Low, Low, Moderate, High, Very High, or Unknown). Corporate Experience and Past Performance information will be used to assess performance risk and to assess experience and capability to successfully perform the requirements. The performance risk assessment for Corporate Experience is equal in importance to the Corporate Experience qualitative rating.

Offerors should note the following when preparing the proposal:

- a. **Specificity** - In order to be rated "satisfactory," a proposal element must be specific and detailed. Considerable general information can be found in common public domain literature. Proposals providing these sorts of general facts should not be construed as representing actual detailed understanding or capability.
- b. **Participation** - Familiarity with a class of data is not a substitute for actual hands-on experience. It should be clear that the offeror has "analyzed," "designed," "applied," "used in the field," or in some other way demonstrated a true working understanding of the subject. Where an offeror only claims "familiarity," true capability should not be inferred.
- c. **Level of Detail** - Merely citing DOD, OPNAV, NAVAIR, NASPAXRIVINST or NAVAIRWARCENACDIVINST instructions does not reflect a detailed understanding of the requirements of this solicitation. The experience and knowledge to tailor this guidance must be demonstrated in the offeror's proposal. Any omission of required proposal content is indicative of a general lack of attention to detail and must be reflected in the evaluation.
- d. **Insufficient Data** - If the data, facts, or materials presented are not adequate to determine whether the proposal meets the requirements, the rating should be less than satisfactory. Nothing should be assumed that is not present in the proposal.

#### EVALUATION FACTORS, CORPORATE EXPERIENCE (FACTOR I)

Each offeror's response will receive a qualitative rating and risk assessment based on the offeror's demonstration of relevant experience in managing and performing work similar in scope to that required by the PWS. This evaluation includes assessing the relevance (i.e. type, scope, complexity, and magnitude of services) of the cited efforts to the work required by the solicitation, and

the environment in which the cited efforts were performed. The evaluation will also determine whether the offeror included the name/title/address/email address/phone & fax numbers of the individual(s) capable of corroborating this information (with the reference information provided in response to Factor II "Past Performance").

**Note:** The distinction between experience and past performance is that experience reflects whether offerors have performed similar work before, while past performance describes how well offerors performed the work. An evaluation of the Government's In-House Workforce's Corporate Experience will not be conducted. Therefore, this factor will not be addressed in the Management Plan.

#### EVALUATION FACTORS, PAST PERFORMANCE (FACTOR II)

The Government will assess a risk rating for past performance based on proven capability and quality of performance. The Government will focus on information that is relative to the scope, magnitude, and complexity of the procurement under consideration. The Government may contact references for the offeror/significant subcontractors or obtain relevant information from sources other than those identified by the offeror and use the information in evaluating past performance. Information may be obtained from references provided in the proposal, other customers known or identified to the Government, consumer protection organizations, available Contractor Performance Assessment Reports (CPARs), financial institutions, and other sources of information that may be useful and relevant. All relevant facts and circumstances related to past performance may be considered including:

1. Quality of Product or Service – compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence.
2. Cost Control – within budget, current, accurate and complete billings, relationship of negotiated costs to actual, cost efficiencies, the reasonableness of prices, costs, and claims.
3. Timeliness of performance – met interim milestones, reliable, responsive to technical direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed.
4. Business Relations – integrity, effective management, businesslike correspondence, responsive to contract requirements, reasonable/cooperative behavior, prompt notification of problems, proactive, and helpful problem solving, effective contractor recommendations/solutions.
5. Customer Satisfaction – satisfaction of end users with the contractor's service and concern for the interests of customers; and
6. Key Personnel – how long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel. It will be assumed that offerors will have had opportunity to address any unfavorable information found on official contract performance evaluations found in CPARS/PPAIS or other similar system.

**Notes:** (1) In the case of an offeror (or significant subcontractor) where past performance information does not exist or is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past performance. (2) Award may be made from initial offers without discussions. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to do so. It will be assumed that offerors will have had opportunity to address any unfavorable information found on official contract performance evaluations in CPARS/PPAIS or other similar system. (3) An evaluation of the Government's In-House Workforce's Past Performance will not be conducted. Therefore, this factor will not be addressed in the Management Plan.

#### EVALUATION FACTORS, STAFFING PLAN (FACTOR III)

The offeror's personnel plan shall receive a qualitative and risk rating based on the following subfactors. Subfactors 3A and 3B are of equal importance, and individually are significantly more important than 3C.

**3A.** Whether the offeror's staffing plan demonstrates detailed understanding of the work and provides sufficient personnel to successfully perform work required by the Request for Proposal, and includes adequate plans to staff IDIQ work. Whether the offeror addressed its productivity assumptions used in determining the necessary staffing and productive labor hours per man-year and whether these assumptions are reasonable, support the planned staffing indicated in the Staffing matrix (L.3), and demonstrate

understanding of the work and work environment. This includes consideration of productivity factors such as holidays, sick leave, annual leave/vacation days/personal days, personal breaks, stress, and fatigue, etc. and how it may differ by function, labor categories, or employment status/hours worked.

**3B.** Adequacy and soundness of the offeror's plans for recruiting, training and retaining adequate qualified, skilled personnel at the rates/benefits proposed and how it will maintain a stable, effective and skilled workforce throughout performance (including phase-in and phase out). This shall include consideration of qualified, skilled labor available within the planned hiring area and the ability to attract and retain those employees at the planned pay/benefits. Adequacy and soundness of the offeror's plans to ensure quality performance during employee absences and during periods of workload fluctuations.

**3C.** Determine whether the offeror identified each planned key personnel on an individual Form L.4 and completed all the data fields in the respective Form L.4. Assess the adequacy of these individuals (including evaluation of indicated relevant experience, education, knowledge, skills, and abilities), and whether the individuals meet the minimum personnel qualifications identified in the PWS.

#### EVALUATION FACTORS, TECHNICAL APPROACH (FACTOR IV)

Assess whether the offeror has a coherent plan to effectively provide the services to the NAST customer base, and whether the offeror demonstrates an adequate understanding of requirements and the conditions under which work will be performed. Additionally determine whether the offeror specifically addressed its assumptions on receipt or input (e.g. the triggering action, activity, or event) of individual requirements. Whether these demonstrate detailed understanding of the offeror's responsibilities, how functions performed by the offeror integrate into the Governments' end product/service, and whether they are acceptable. Assess whether the offeror demonstrated adequate understanding of the work and whether the offeror proposed proactive, effective solutions to potential problems. Determine whether the offeror addressed its specific processes, technical approach to meeting requirements (including critical objectives, quality, and timeliness, etc.), and its required outputs in sufficient detail. Whether the specific processes and approach are effective, demonstrate detailed understanding of the work, and appear adequate to ensure quality, timely performance. If the offeror identified proposed process changes, determine whether they are compliant, effective without inconvenience to the Government, and acceptable. If the offeror identified any function(s) to be performed from off-site, does it comply with the Performance Work Statement, is it logical and does the offeror have an effective plan for performing without inconvenience to the Government.

#### EVALUATION FACTORS, MANAGEMENT APPROACH (FACTOR V)

Each offeror will receive an adjectival and risk rating for its approach based on evaluation of its responses to subfactors 5A-5D. Subfactors 5A, 5B, 5C, and 5D are of equal importance to each other. If no subcontracting effort is proposed by the offeror, then the offeror shall receive adjectival and risk ratings based only on subfactors 5A, 5B, and 5C.

**5A.** Whether the offeror's proposed organizational structure and functional relationships, spans of control, reporting chain, and location of positions (on or off-site) is effective for accomplishing the work. Whether the specific plans for vesting authority/responsibility demonstrate understanding of the work and organizations supported, facilitate accomplishing the work, and whether sufficient authority/responsibility will reside on-site.

**5B.** Adequacy of the offeror's management controls, techniques and processes for planning and performing the requirements of the PWS. Adequacy of the Quality Control Plan, including the reporting techniques and systems available for monitoring qualitative and quantitative aspects of contract performance, and ensuring that required performance is achieved.

**5C.** Whether the offeror's detailed Transition Plans for initiating (Phase-In) and concluding (Phase-Out) the effort provides a detailed description of the plan for completing the orientation/phase-in period and being fully operational by the time full performance is required by the PWS, including an assessment of the following (all elements are of equal importance):

- 1) Schedule of milestones to complete the phase-in period,
- 2) Plan for the mobilization of key personnel and staff,

- 3) Development and dissemination of operating procedures, instructions, and administrative control procedures.
- 4) Plan for the facilitation of the transfer of Government furnished property,
- 5) Management of the Government employees' Right of First Refusal.

Whether the Transition Plans provide the offeror's methodology for ensuring smooth transition to a successor at the end of the contract, including a schedule of milestones to complete phase-out no later than expiration of the contract. Whether the Transition Plans identify potential problems associated with phase-in and phase-out and the offeror's proposed solutions, including the offeror's plan to coordinate specific Phase-In/Phase Out issues efficiently and with minimum inconvenience to the Government.

**5D.** Appropriateness and adequacy of the proposed subcontracting plans and the extent of subcontractor involvement in the performance of the overall work effort, including the subcontract management approach detailing how each subcontractor will be integrated into the overall management approach to ensure that contract objectives are satisfied. The strategy for utilizing Small Disadvantaged Business concerns, including proposed targets for the percentage of total contract value, will be evaluated for all offerors regardless of size status. \*Whether the offeror's proposed subcontracting plan is effective for meeting small, small disadvantaged, Hub-zone small, women-owned small, service disabled Veteran-owned and Veteran-owned small business goals and whether it meets the specific recommendation of 30% of any subcontracted dollars being set aside for small business concerns.

\*If offeror is a large business with subcontracting plan

#### EVALUATION FACTORS, PRICE (FACTOR VD)

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated. Congruence and consistency between the technical and price proposals will be utilized to determine the realism of prices.

#### Notes on evaluation procedures for the IDIQ CLIN:

For the purposes of the IDIQ CLIN, Section B lists the types work categories that may be ordered to staff unforeseen administrative service requirements. Offerors shall propose a fully burdened labor rate for each service category based on the not-to-exceed hours listed in the Section B schedule. This labor rate comparison shall be conducted on the best value evaluation ONLY. The Government will not be including this CLIN in their In-House Cost Estimate and the best value offeror will not have this CLIN included on the cost comparison sheet.

(END OF SECTION M)